

Pacific Law Partners, LLP
15615 Alton Parkway, Suite 240
Irvine, CA 92618
(949) 242-2441 - Facsimile (949) 242-2446

* Matthew F. Batezel (State Bar No. 185147)

mbatezel@plawp.com (*lead counsel)

Daniel T. Balmat (State Bar No. 230504)

dbalmat@plawp.com

PACIFIC LAW PARTNERS, LLP

15615 Alton Parkway, Suite 240

Irvine, CA 92618

(949)242-2441

Fax (949)242-2446

Attorneys for Defendant

STATE FARM GENERAL INSURANCE COMPANY

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

WILLIAM TONG; and MALINEE
DIBBAYAWAN,

Plaintiffs,

vs.

STATE FARM GENERAL
INSURANCE COMPANY; and DOES
1 to 10,

Defendants.

) Case No.: 2:24-cv-02219-DSF

)
)
)
) **DEFENDANT STATE FARM**
) **GENERAL INSURANCE**
) **COMPANY'S RESPONSE TO**
) **PLAINTIFFS' REQUEST FOR**
) **PRODUCTION OF DOCUMENTS,**
) **SET TWO**

) Complaint filed: March 19, 2024

PROPOUNDING PARTY: Plaintiffs, WILLIAN TONG and MALINEE
DIBBAYAWAN

RESPONDING PARTY: Defendant, STATE FARM GENERAL
INSURANCE COMPANY

SET NUMBER: Two (2)

1

Case No. 2:24-cv-02219-DSF DEFENDANT STATE FARM'S RESPONSE TO REQUEST
FOR PRODUCTION, SET TWO, BY PLAINTIFFS

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PRELIMINARY STATEMENT

Insofar as they are relevant and do not call for duplicative or privileged information, and subject to the stated objections, State Farm provides these responses to these Special Interrogatories to the best of its ability. Discovery in this matter has not yet been completed. The responses are based upon information that is currently in the possession of State Farm. The responses are offered without prejudice to State Farm's right to offer additional information that is subsequently discovered.

OBJECTIONS TO INSTRUCTIONS

If your response to a particular demand is a statement that you lack the ability to comply with that demand, you must affirm in your response that a diligent search and a reasonable inquiry has been made in an effort to comply with that demand. This statement shall also specify whether the inability to comply is because the particular item or category never existed, has been destroyed, has been lost, misplaced, or stolen, or has never been, or is no longer, in your possession, custody or control, in which case the name and address of any person or entity known or believed by you to have possession, custody or control of that document or category of documents should be identified. (F.R.C.P. 34(b)).

State Farm restates and incorporates its objection to Plaintiffs' definition of "DOCUMENT" or "DOCUMENTS," below, and applies the same to Plaintiffs' Instruction regarding "item[s]" or "category[ies]" that have "never existed", been "destroyed", "lost", "misplaced", "stolen", or which have "never been" or "[are] no longer" in State Farm's possession, custody or control.

In addition, State Farm objects to Plaintiffs' Instruction insofar as it seeks details regarding "item[s]" or "category[ies]" that have "never existed", been "destroyed", "lost", "misplaced", "stolen", or which have "never been" or "[are] no longer" in State Farm's possession, custody or control on the grounds that it is

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1 overly broad, unduly burdensome, and purports to impose obligations greater than
2 those set forth in Fed. R. Civ. P. 26(b)(1) and 34. State Farm objects to the
3 discovery propounded by Plaintiffs to the extent it purports to call for forensic
4 investigation into computing devices or systems to determine or locate
5 information indicating or evidencing ESI that was deleted or that is no longer
6 accessible as active data on that device or system as not reasonably tailored to
7 elicit discovery relevant to the claims and defenses of any party, unduly
8 burdensome, and beyond the scope of permissible discovery. State Farm further
9 objects that ESI and/or documents that were deleted or no longer exist are not
10 reasonably accessible and discovery about the same would require extraordinary
11 efforts that are not proportional to the scope of the matter. Fed. R. Civ. P.
12 26(b)(2).

13 Furthermore, State Farm objects on the grounds that Plaintiffs' Instruction
14 is not limited in time or scope and State Farm had no duty to preserve relevant
15 information prior to the time this litigation was reasonably anticipated.

16 **If your response to a particular demand is an objection, you must**
17 **set forth in your response the extent of, and the specific ground for,**
18 **the objection. In your response, you must also identify with**
19 **particularity any document responsive to the particular demand**
20 **that is being withheld from production based upon a claim of**
21 **privilege or other protection and state the particular privilege or**
22 **protection being invoked. (F.R.C.P. 34(b).) To identify with**
23 **particularity documents withheld from production, you should**
24 **provide, for each document withheld, the following information if**
25 **known or available to you:**

- 26 1. Title or subject matter of document;
- 27 2. The date composed or date appearing on the document;
- 28 3. Author and Addressee;
4. Number of Pages;
5. Identify of all persons or entities who saw or received a copy
of such document, including the job titles of each such
person;

6. The present location of the item;
7. The identity of the person or persons who have custody, control, or possession thereof.
8. The nature of the privilege claimed; and
9. Each fact upon which you base your claim of privilege.

State Farm objects to Plaintiffs' Instruction insofar as it directs State Farm to undertake efforts that exceed the requirements of Fed. R. Civ. P.

26(b)(5). State Farm will withhold privileged and/or protected material or information and describe the same in accordance with the Federal Rules of Civil Procedure and substantive law.

This request requires the production of documents as they are kept in the usual course of business or organized and labeled to correspond with the particular demands set forth below. If you choose the former method, the documents are to be produced in the boxes, file folders, bindings or other containers in which the documents are found. The titles, labels, or other descriptions on the boxes, file folders, bindings or other containers are to be left intact.

State Farm objects to Plaintiffs' Instruction regarding production of "boxes, file folders, bindings or other containers" in which documents are found on the grounds that such terminology is vague and ambiguous, particularly with respect to ESI, and the information sought is not relevant to the resolution of the claims and defenses in this case. There are multiple ways that ESI may be held, stored, or used together, such as on a personal or shared hard drive, in a container file, or in a database, and State Farm cannot reasonably catalogue and describe the information regarding any myriad of ways ESI may be held, stored, or used together without undue burden. Fed. R. Civ. P. 26(b)(2).

State Farm further objects to Plaintiffs' Instruction to the extent it implies State Farm has an obligation to produce documents or information in more than one form or in a manner that is different than the reasonably usable forms in which State Farm agrees to produce. State Farm objects to the extent that

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15615 Alton Parkway, Suite 240
Irvine, CA 92618
(949) 242-2441 - Facsimile (949) 242-2446

1 Plaintiffs seek production of ESI from sources that are not reasonably accessible,
2 such discovery would require undue burden or expense. FRCP 26(b)(2)(B).

3
4 **Electronic media should be produced in its native format (e.g.,**
5 **Word documents and Excel spreadsheets produced with .doc**
6 **and .xls extensions and email produced in .pst files if Outlook is the**
7 **email client).**

8 State Farm restates and incorporates its objection to Plaintiffs' definition of
9 "DOCUMENT" or "DOCUMENTS" below and applies the same to Plaintiffs'
10 Instruction to produce "Electronic media" in its "native format".

11 In addition, State Farm objects to Plaintiffs' Instruction regarding production of
12 "Electronic media" in its "native format" to the extent it purports to seek
13 production of ESI in "native format" both because it contradicts Plaintiffs'
14 definition of the term "DOCUMENT" or "DOCUMENTS" below and because it
15 exceeds the parameters of the Federal Rules of Civil Procedure. Pursuant to Fed.
16 R. Civ. P. 34(b)(2)I(ii), State Farm may produce discoverable ESI in reasonably
17 usable formats. Production of ESI in "native format" would be disproportionate
18 to the needs of this case considering the value of the case and the importance of
19 the discovery at issue and would be unduly burdensome to the extent such format
20 is not reasonably accessible to State Farm in the ordinary course of its
21 business. Fed. R. Civ. P. 26(b)(2). In addition, State Farm frequently creates ESI
22 in one format and, in the ordinary course of its business, stores it in another format
23 in its system of record. State Farm further objects that it does not need to produce
24 ESI in more than one form, and that the production of "Electronic media" in
25 "native format" would be cumulative and duplicative of the alternative reasonably
26 usable formats proffered. Fed. R. Civ. P. 34(b)(2)(E)(iii); 26(b)(2).

27 To the extent any responsive documents or ESI are produced, State Farm
28 will produce reasonably accessible, relevant, non-privileged information in

1 reasonably usable formats. Documents that contain redactions will be produced in
2 static image format.

3 **These requests for production include the original media and all**
4 **copies that differ from the original in any respect, such as notations**
5 **made on the copy. These requests are also intended to include all**
6 **media of any nature that are now or have at any time been within**
7 **your care, custody or control. If a document or media is no longer**
8 **in your care, custody or control, identify its disposition.**

9 State Farm objects to Plaintiffs' Instruction to produce "copies" on the
10 grounds that copies are not universally relevant to the claims and defenses of a
11 case and are likely to be cumulative or duplicative. Fed. R. Civ. P. 26. To the
12 extent that "copies" are not business records stored in a central repository in State
13 Farm's ordinary course of business, the collection and production of "copies"
14 would not be proportional to the needs of the case. Fed. R. Civ. P. 26.
15 In addition, State Farm objects to Plaintiffs' Instruction insofar as it seeks details
16 regarding "document[s] or media" that "is no longer in [State Farm's] care,
17 custody or control" on the grounds that it is overly broad, unduly burdensome, and
18 purports to impose obligations greater than those set forth in Fed. R. Civ. P.
19 26(b)(1) and 34. State Farm objects to the discovery propounded by Plaintiffs to
20 the extent it purports to call for forensic investigation into computing devices or
21 systems to determine or locate information indicating or evidencing ESI that was
22 deleted or that is no longer accessible as active data on that device or system as
23 not reasonably tailored to elicit discovery relevant to the claims and defenses of
24 any party, unduly burdensome, and beyond the scope of permissible
25 discovery. State Farm further objects that ESI and/or documents that were deleted
26 or no longer exist are not reasonably accessible and discovery about the same
27 would require extraordinary efforts that are not proportional to the scope of the
28 matter. Fed. R. Civ. P. 26(b)(2).

Furthermore, State Farm objects on the grounds that Plaintiffs' Instruction is not limited in time or scope and State Farm had no duty to preserve relevant information prior to the time this litigation was reasonably anticipated.

OBJECTIONS TO DEFINITIONS

A. **"YOU" or "YOUR" means the defendant in this lawsuit and any related entity that has possession and/or control of the DOCUMENTS described requested or items which are sought to be inspected.**

State Farm objects to the terms "YOU" or "YOUR" because as defined, the terms are overbroad and over-inclusive, such that they render any category or request that includes the terms vague, ambiguous, overbroad, and potentially in violation of the attorney-client privilege and/or attorney work product doctrine. State Farm shall construe the terms "YOU" or "YOUR" to mean State Farm in and of itself as an entity only.

B. **"DOCUMENT" or "DOCUMENTS" means the same as "writing" as defined in Section 250 of the California Evidence code. "DOCUMENT" and "DOCUMENTS" include the following which are in the possession, custody, or control of YOU or any third-party vendors YOU contract with: electronic communications of any kind, including chats, instant messages, texts, and voicemails; word processing documents, spreadsheets, and databases (including draft versions); database entries, Internet usage files, Internet browser-created files including cookies and caches, activity logs, calendars, telephone logs, contact manager information, network access information.**

"DOCUMENT" and "DOCUMENTS" include those to be found on, archived in, or deleted from the following: any on-site or off-site electronic data storage systems or data structures, including but not limited to databases, networks, computer systems, legacy systems (hardware and software), servers, mainframes, network servers, cloud-based servers and backup servers or systems, archives,

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Pacific Law Partners, LLP
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(949) 242-2441 - Facsimile (949) 242-2446

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1 **backup or disaster recovery systems or facilities, tapes, discs, DVDs,**
2 **CDROMs, drives, portable or removable drives, cartridges and**
3 **other storage media, laptops, personal computers, internet data,**
4 **personal digital assistants, handheld wireless devices, mobile**
5 **telephones, smart phones, tablet computers, paging devices, and**
6 **audio systems (including voicemail).**

7 State Farm objects to Plaintiffs' definition of "DOCUMENT" or
8 "DOCUMENTS" on the grounds that it is overly broad and disproportionate to the
9 needs of the case. State Farm further object to the definition to the extent it
10 implies State Farm has an obligation to provide discovery from sources that are
11 not reasonably accessible. Electronically stored information ("ESI") is frequently
12 duplicated and disbursed in the ordinary course of business and discovery
13 regarding all identical copies of ESI would be cumulative and duplicative without
14 any benefit to the adjudication of this action. Fed. R. Civ. P. 26(b)(2).

15 State Farm also object to the extent this definition seeks discovery regarding ESI
16 that is ephemeral in nature, such as temporary computer files, log/history files, or
17 file fragments, as preservation of, and discovery about, such things is not
18 proportional to the needs of the case. State Farm objects to Plaintiffs' definition
19 as overly broad, disproportionate to the needs of the case, and beyond the scope of
20 permissible discovery to the extent Plaintiffs purport to include system
21 information not created by State Farm's users, such as caches, cookies, or logs, or
22 otherwise seek to require State Farm to record and/or provide discovery regarding
23 records and information that are not ordinarily captured and/or are overwritten in
24 the ordinary course of operating State Farm's computing systems. Fed. R. Civ. P.
25 26(b)(1).

26 State Farm objects to the inclusion of "DOCUMENTS" which are in the
27 "possession, custody, or control" of "any third-party vendors" in Plaintiffs'
28 definition of "DOCUMENT" or "DOCUMENTS" insofar as it purports to impose
obligations that exceed those set forth in Fed. R. Civ. P. 34(a). State Farm is only

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15615 Alton Parkway, Suite 240
Irvine, CA 92618
(949) 242-2441 - Facsimile (949) 242-2446

1 obligated to produce discoverable “DOCUMENTS” within its possession,
2 custody, or control.

3 State Farm also objects to Plaintiffs’ definition to the extent it may include
4 “DOCUMENTS” within the possession, custody, or control of State Farm’s
5 attorneys as production of “DOCUMENTS” within the possession, custody, or
6 control of State Farm’s attorneys would require the production or disclosure of
7 information protected from discovery by the attorney-client privilege, work
8 product doctrine, or other privileges recognized by law.

9 State Farm objects to the inclusion of “draft[s]” in Plaintiffs’ definition of
10 “DOCUMENT” or “DOCUMENTS” on the grounds that drafts are not
11 universally relevant to the claims and defenses of a case and are likely to be
12 cumulative or duplicative. To the extent that a draft is not a business record stored
13 in a central repository in State Farm’s ordinary course of business, discovery
14 regarding “draft[s]” would not be proportional to the needs of the case. Fed. R.
15 Civ. P. 26(b)(1).

16 State Farm objects to the inclusion of “chats”, “instant messages”, and
17 “texts” in Plaintiffs’ definition of “DOCUMENT” or “DOCUMENTS” on the
18 grounds that it would be disproportionate to the needs of the case to provide
19 discovery regarding instant messages and/or text/SMS messages that are not
20 captured by State Farm in its ordinary course of business. Fed. R. Civ. P.
21 26(b)(2).

22 State Farm objects to the inclusion of “databases (including draft
23 versions)”, “database entries”, “Internet usage files”, “Internet browser-created
24 files including cookies and caches”, “activity logs”, and “network access
25 information” in Plaintiffs’ definition of “DOCUMENT” or “DOCUMENTS” to
26 the extent that Plaintiffs purport to seek information regarding State Farm
27 technical systems and processes that are not relevant to the claims and defenses in
28 this matter. State Farm further objects that production of a database would require

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1 production of vast amounts of irrelevant information regarding other claims,
2 would likely result in improper alteration of relevant data, and would require
3 production of privileged information that could not be redacted. In addition, State
4 Farm objects that the resources that would be required to produce databases are
5 significant and would not be proportional under Fed. R. Civ. P. 26. State Farm
6 also objects on the grounds that databases may be proprietary to State Farm's
7 business operations and/or may be confidential and trade secret information that
8 need not be disclosed in order to obtain the fair adjudication of this case.

9 State Farm objects to Plaintiffs' definition insofar as it seeks details
10 regarding "DOCUMENTS" that have been "deleted" on the grounds that it is
11 overly broad, unduly burdensome, and purports to impose obligations greater than
12 those set forth in Fed. R. Civ. P. 26(b)(1) and 34. State Farm objects to the
13 discovery propounded by Plaintiffs to the extent it purports to call for forensic
14 investigation into computing devices or systems to determine or locate
15 information indicating or evidencing ESI that was deleted or that is no longer
16 accessible as active data on that device or system as not reasonably tailored to
17 elicit discovery relevant to the claims and defenses of any party, unduly
18 burdensome, and beyond the scope of permissible discovery. State Farm further
19 objects that ESI and/or documents that were deleted or no longer exist are not
20 reasonably accessible and discovery about the same would require extraordinary
21 efforts that are not proportional to the scope of the matter. Fed. R. Civ. P.
22 26(b)(2).

23 Furthermore, State Farm objects on the grounds that Plaintiffs' definition is
24 not limited in time or scope and State Farm had no duty to preserve relevant
25 information prior to the time this litigation was reasonably anticipated.
26 State Farm objects to the inclusion of "DOCUMENTS. . . found on, archived in,
27 or deleted from. . . on-site or off-site electronic data storage", "systems or data
28 structures", "legacy systems (hardware and software)", "servers", "mainframes",

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1 “network servers”, “cloud-based servers”, “backup servers or systems”,
2 “archives”, or “backup or disaster recovery systems or facilities” in Plaintiffs’
3 definition to the extent that Plaintiffs seek discovery regarding ESI from sources
4 that are not reasonably accessible, as it would require unreasonable efforts that are
5 not proportional in light of the claims at issue, the value of the case, or the
6 importance of the discovery at issue. Fed. R. Civ. P. 26(b)(1).

7 State Farm also objects to the inclusion of information located on such
8 systems in Plaintiffs’ definition of “DOCUMENT” or “DOCUMENTS” on the
9 grounds that data on backup media is likely to be duplicative and/or can be
10 discovered from other sources that are more convenient, less burdensome, and less
11 expensive. Fed. R. Civ. P. 26(b)(2) There is no “routine right of direct access to a
12 party's electronic information system[s]” and there has been no showing in this
13 case sufficient to overcome this presumption. Fed. R. Civ. P. 34 (Advisory
14 Committee Notes).

15 In addition, State Farm objects to the inclusion of “tapes”, “discs”,
16 “DVDs”, “CDROMs”, “drives”, “portable or removable drives”, “cartridges”, and
17 “other storage media”, “laptops”, “personal computers”, “internet data”, “personal
18 digital assistants”, “handheld wireless devices”, “mobile telephones”, “smart
19 phones”, “tablet computers”, “paging devices”, and “audio systems (including
20 voicemail)” in Plaintiffs’ definition of “DOCUMENT” or “DOCUMENTS”
21 because such things are not “DOCUMENTS” but rather media on which
22 “DOCUMENTS” and ESI are stored. State Farm further objects to the extent this
23 definition purports to seek direct access to State Farm’s electronic storage
24 media. There is no “routine right of direct access to a party's electronic
25 information system[s]” and there has been no showing in this case sufficient to
26 overcome this presumption. Fed. R. Civ. P. 34 (Advisory Committee Notes).
27 Finally, State Farm objects to the definition of “DOCUMENT” or
28 “DOCUMENTS” to the extent it would require the disclosure of information

11

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(949) 242-2441 - Facsimile (949) 242-2446

1 protected from discovery by the attorney-client privilege, work product doctrine,
2 or other privileges recognized by law.

3 Notwithstanding these objections, to the extent any responsive documents
4 or ESI are produced, State Farm will produce reasonably accessible, relevant, non-
5 privileged information in reasonably usable formats. Documents that contain
6 redactions will be produced in static image format.

7
8 **“INDEX” means any list, catalogue, index, table of contents, or**
9 **other means of determining the contents of any group or category**
10 **of DOCUMENTS.**

11 State Farm objects that Plaintiffs’ definition of “INDEX” on the grounds that
12 it is overly broad and unduly burdensome. State Farm objects that this definition
13 seeks information that is not relevant to the claims or defenses in this case and that
14 wide ranging inquiry into State Farm’s organization, indexing, and methods of
15 search bear no relation to the merits of this litigation.

16 **J. If you claim that any document otherwise required to be**
17 **produced by this request for production of documents is**
18 **privileged, for each such document provide the following**
19 **information.**

- 20 **a. The document’s title and general subject matter;**
21 **b. The date of the document;**
22 **c. The author of the document;**
23 **d. The person for whom the document was prepared or**
24 **to whom it was sent, including all persons who**
25 **received copies of the document;**
26 **e. The nature of the privilege claimed; and**
27 **f. Each fact upon which you base your claim of**
28 **privilege.**

1 State Farm objects to Plaintiffs' definition insofar as it directs State Farm to
2 undertake efforts that exceed the requirements of Fed. R. Civ. P. 26(b)(5). State
3 Farm will withhold privileged and/or protected material or information and
4 describe the same in accordance with the Federal Rules of Civil Procedure and
5 substantive law.

6
7 **RESPONSES TO REQUESTS FOR PRODUCTION**
8 **OF DOCUMENTS, SET TWO**

9 **REQUEST FOR PRODUCTION NO. 45:**

10 DOCUMENTS containing any INDEX to guidelines and/or training offered
11 by State Farm University, including any and all catalogues or course listing.

12 **RESPONSE TO REQUEST FOR PRODUCTION NO. 45:**

13 State Farm objects to this request as it seeks information that is neither
14 relevant nor proportional to the issues in this case. State Farm objects to the
15 request as vague and ambiguous, specifically with respect to the use of the terms
16 "DOCUMENTS containing any INDEX" and "offered by State Farm
17 University". State Farm further objects to this request, as it is overly broad in
18 scope (not limited to the type of insurance coverage involved in this lawsuit, not
19 limited to a reasonable period of time, etc.) and is potentially unduly
20 burdensome. State Farm objects to this request to the extent it seeks confidential,
21 proprietary business information and/or trade secrets. Further, State Farm objects
22 to this request because its scope is broad enough to potentially implicate
23 information that is protected by the attorney/client or work product privileges.

24 State Farm further objects that this request constitutes impermissible
25 discovery-about-discovery insofar as Plaintiffs seeks information regarding State
26 Farm's efforts to search for information responsive to Plaintiffs' discovery
27 requests. Absent a colorable showing that it has improperly withheld documents, a
28 court will not allow discovery into a party's retention and discovery efforts. State

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15615 Alton Parkway, Suite 240
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1 Farm's objections to the scope of Plaintiffs' discovery do not provide a basis for
2 such an inquiry. State Farm further objects on the grounds that this request
3 improperly implies that Plaintiffs are in a position to assess and determine the
4 manner in which State Farm conducts discovery. This assertion is contrary to best
5 practices and the requirements of the Federal Rules of Civil Procedure. Indeed, the
6 Sedona Principles provide that "[r]esponding parties are best situated to evaluate
7 the procedures, methodologies, and techniques appropriate for preserving and
8 producing their own electronically stored information." The Sedona Principles,
9 Third Edition: Best Practices, Recommendations and Principles for Addressing
10 Electronic Document Production, 19 Sedona Conf. J. 1, 118 (2018). Plaintiffs
11 have not established that such information is necessary to a fair adjudication of this
12 case. As such, State Farm also objects to this request on the basis that it constitutes
13 an improper fishing expedition.

14 State Farm further states that it will be producing in response to other
15 discovery in this matter the relevant non-confidential and/or non-trade secret
16 sections of the Operation Guide applicable and in effect during the relevant
17 timeframe for handling of the underlying claim along with the Standard Claim
18 Processes and Jurisdictional References applicable and in effect on the date of loss
19 and additional materials representative of resources available during the relevant
20 timeframe. State Farm will produce the relevant confidential and/or trade secret
21 sections upon execution of the protective order. In addition, pursuant to a
22 protective order, State Farm will produce training related to water losses that
23 appear on the training transcript for Gerald Acosta and Jim Moratto for the period
24 of March 3, 2022 to March 19, 2024.

25 **REQUEST FOR PRODUCTION NO. 46:**

26 DOCUMENTS containing any INDEX to guidelines and/or training referred
27 to as "Job Aides".

28 **RESPONSE TO REQUEST FOR PRODUCTION NO. 46:**

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1 State Farm objects to this request as it seeks information that is neither
2 relevant nor proportional to the issues in this case. State Farm objects to the
3 request as vague and ambiguous, specifically with respect to the use of the terms
4 “DOCUMENTS containing any INDEX” and “referred to as ‘Job Aides’”. State
5 Farm further objects to this request, as it is overly broad in scope (not limited to the
6 type of insurance coverage involved in this lawsuit, not limited to a reasonable
7 period of time, etc.) and is potentially unduly burdensome. State Farm objects to
8 this request to the extent it seeks confidential, proprietary business information
9 and/or trade secrets. Further, State Farm objects to this request because its scope is
10 broad enough to potentially implicate information that is protected by the
11 attorney/client or work product privileges.

12 State Farm further objects that this request constitutes impermissible
13 discovery-about-discovery insofar as Plaintiffs seeks information regarding State
14 Farm’s efforts to search for information responsive to Plaintiffs’ discovery
15 requests. Absent a colorable showing that it has improperly withheld documents, a
16 court will not allow discovery into a party’s retention and discovery efforts. State
17 Farm’s objections to the scope of Plaintiffs’ discovery do not provide a basis for
18 such an inquiry. State Farm further objects on the grounds that this request
19 improperly implies that Plaintiffs are in a position to assess and determine the
20 manner in which State Farm conducts discovery. This assertion is contrary to best
21 practices and the requirements of the Federal Rules of Civil Procedure. Indeed, the
22 Sedona Principles provide that “[r]esponding parties are best situated to evaluate
23 the procedures, methodologies, and techniques appropriate for preserving and
24 producing their own electronically stored information.” The Sedona Principles,
25 Third Edition: Best Practices, Recommendations and Principles for Addressing
26 Electronic Document Production, 19 Sedona Conf. J. 1, 118 (2018). Plaintiffs
27 have not established that such information is necessary to a fair adjudication of this
28

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1 case. As such, State Farm also objects to this request on the basis that it constitutes
2 an improper fishing expedition.

3 State Farm further states that it will be producing in response to other
4 discovery in this matter the relevant non-confidential and/or non-trade secret
5 sections of the Operation Guide applicable and in effect during the relevant
6 timeframe along with the Standard Claim Processes and Jurisdictional References
7 applicable and in effect on the date of loss and additional materials representative
8 of resources available during the relevant timeframe. State Farm will produce the
9 relevant confidential and/or trade secret sections upon execution of the protective
10 order. In addition, pursuant to a protective order, State Farm will produce training
11 related to water losses that appear on the training transcript for Gerald Acosta and
12 Jim Moratto for the period of March 3, 2022 to March 19, 2024.

13 **REQUEST FOR PRODUCTION NO. 47:**

14 DOCUMENTS containing any INDEX to guidelines and/or training referred
15 to as “Video on Demand” or “VOD”.

16 **RESPONSE TO REQUEST FOR PRODUCTION NO. 47:**

17 State Farm objects to this request as it seeks information that is neither
18 relevant nor proportional to the issues in this case. State Farm objects to the
19 request as vague and ambiguous, specifically with respect to the use of the terms
20 “DOCUMENTS containing any INDEX” and “referred to as ‘Video on Demand’
21 or ‘VOD’””. State Farm further objects to this request, as it is overly broad in
22 scope (not limited to the type of insurance coverage involved in this lawsuit, not
23 limited to a reasonable period of time, etc.) and is potentially unduly
24 burdensome. State Farm objects to this request to the extent it seeks confidential,
25 proprietary business information and/or trade secrets. Further, State Farm objects
26 to this request because its scope is broad enough to potentially implicate
27 information that is protected by the attorney/client or work product privileges.
28

Pacific Law Partners, LLP
15615 Alton Parkway, Suite 240
Irvine, CA 92618
(949) 242-2441 - Facsimile (949) 242-2446

1 State Farm further objects that this request constitutes impermissible
2 discovery-about-discovery insofar as Plaintiffs seeks information regarding State
3 Farm's efforts to search for information responsive to Plaintiffs' discovery
4 requests. Absent a colorable showing that it has improperly withheld documents, a
5 court will not allow discovery into a party's retention and discovery efforts. State
6 Farm's objections to the scope of Plaintiffs' discovery do not provide a basis for
7 such an inquiry. State Farm further objects on the grounds that this request
8 improperly implies that Plaintiffs are in a position to assess and determine the
9 manner in which State Farm conducts discovery. This assertion is contrary to best
10 practices and the requirements of the Federal Rules of Civil Procedure. Indeed, the
11 Sedona Principles provide that "[r]esponding parties are best situated to evaluate
12 the procedures, methodologies, and techniques appropriate for preserving and
13 producing their own electronically stored information." The Sedona Principles,
14 Third Edition: Best Practices, Recommendations and Principles for Addressing
15 Electronic Document Production, 19 Sedona Conf. J. 1, 118 (2018). Plaintiffs
16 have not established that such information is necessary to a fair adjudication of this
17 case. As such, State Farm also objects to this request on the basis that it constitutes
18 an improper fishing expedition.

19 State Farm further states that it will be producing in response to other
20 discovery in this matter the relevant non-confidential and/or non-trade secret
21 sections of the Operation Guide applicable and in effect during the relevant
22 timeframe along with the Standard Claim Processes and Jurisdictional References
23 applicable and in effect on the date of loss and additional materials representative
24 of resources available during the relevant timeframe. State Farm will produce the
25 relevant confidential and/or trade secret sections upon execution of the protective
26 order. In addition, pursuant to a protective order, State Farm will produce training
27 related to water losses that appear on the training transcript for Gerald Acosta and
28 Jim Moratto for the period of March 3, 2022 to March 19, 2024.

17

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Pacific Law Partners, LLP
15615 Alton Parkway, Suite 240
Irvine, CA 92618
(949) 242-2441 - Facsimile (949) 242-2446

REQUEST FOR PRODUCTION NO. 48:

DOCUMENTS containing any INDEX to guidelines and/or training referred to as “Operational Guides”.

RESPONSE TO REQUEST FOR PRODUCTION NO. 48:

State Farm objects to this request as it seeks information that is neither relevant nor proportional to the issues in this case. State Farm objects to the request as vague and ambiguous, specifically with respect to the use of the terms “DOCUMENTS containing any INDEX” and “referred to as ‘Operational Guides’”. State Farm further objects to this request, as it is overly broad in scope (not limited to the type of insurance coverage involved in this lawsuit, not limited to a reasonable period of time, etc.) and is potentially unduly burdensome. State Farm objects to this request to the extent it seeks confidential, proprietary business information and/or trade secrets. Further, State Farm objects to this request because its scope is broad enough to potentially implicate information that is protected by the attorney/client or work product privileges.

State Farm further objects that this request constitutes impermissible discovery-about-discovery insofar as Plaintiffs seeks information regarding State Farm’s efforts to search for information responsive to Plaintiffs’ discovery requests. Absent a colorable showing that it has improperly withheld documents, a court will not allow discovery into a party’s retention and discovery efforts. State Farm’s objections to the scope of Plaintiffs’ discovery do not provide a basis for such an inquiry. State Farm further objects on the grounds that this request improperly implies that Plaintiffs are in a position to assess and determine the manner in which State Farm conducts discovery. This assertion is contrary to best practices and the requirements of the Federal Rules of Civil Procedure. Indeed, the Sedona Principles provide that “[r]esponding parties are best situated to evaluate the procedures, methodologies, and techniques appropriate for preserving and producing their own electronically stored information.” The Sedona Principles,

Pacific Law Partners, LLP
15615 Alton Parkway, Suite 240
Irvine, CA 92618
(949) 242-2441 - Facsimile (949) 242-2446

1 Third Edition: Best Practices, Recommendations and Principles for Addressing
2 Electronic Document Production, 19 Sedona Conf. J. 1, 118 (2018). Plaintiffs
3 have not established that such information is necessary to a fair adjudication of this
4 case. As such, State Farm also objects to this request on the basis that it constitutes
5 an improper fishing expedition.

6 State Farm further states that it will be producing in response to other
7 discovery in this matter the relevant non-confidential and/or non-trade secret
8 sections of the Operation Guide applicable and in effect during the relevant
9 timeframe along with the Standard Claim Processes and Jurisdictional References
10 applicable and in effect on the date of loss and additional materials representative
11 of resources available during the relevant timeframe. State Farm will produce the
12 relevant confidential and/or trade secret sections upon execution of the protective
13 order. In addition, pursuant to a protective order, State Farm will produce training
14 related to water losses that appear on the training transcript for Gerald Acosta and
15 Jim Moratto for the period of March 3, 2022 to March 19, 2024.

16 **REQUEST FOR PRODUCTION NO. 49:**

17 DOCUMENTS containing any INDEX to guidelines and/or training referred
18 to as “Standard Claim Practices” or “SCP”.

19 **RESPONSE TO REQUEST FOR PRODUCTION NO. 49:**

20 State Farm objects to this request as it seeks information that is neither
21 relevant nor proportional to the issues in this case. State Farm objects to the
22 request as vague and ambiguous, specifically with respect to the use of the terms
23 “DOCUMENTS containing any INDEX” and “referred to as ‘Standard Claim
24 Practices’ or ‘SCP’”. State Farm further objects to this request, as it is overly
25 broad in scope (not limited to the type of insurance coverage involved in this
26 lawsuit, not limited to a reasonable period of time, etc.) and is potentially unduly
27 burdensome. State Farm objects to this request to the extent it seeks confidential,
28 proprietary business information and/or trade secrets. Further, State Farm objects

Pacific Law Partners, LLP
15615 Alton Parkway, Suite 240
Irvine, CA 92618
(949) 242-2441 - Facsimile (949) 242-2446

1 to this request because its scope is broad enough to potentially implicate
2 information that is protected by the attorney/client or work product privileges.

3 State Farm further objects that this request constitutes impermissible
4 discovery-about-discovery insofar as Plaintiffs seeks information regarding State
5 Farm's efforts to search for information responsive to Plaintiffs' discovery
6 requests. Absent a colorable showing that it has improperly withheld documents, a
7 court will not allow discovery into a party's retention and discovery efforts. State
8 Farm's objections to the scope of Plaintiffs' discovery do not provide a basis for
9 such an inquiry. State Farm further objects on the grounds that this request
10 improperly implies that Plaintiffs are in a position to assess and determine the
11 manner in which State Farm conducts discovery. This assertion is contrary to best
12 practices and the requirements of the Federal Rules of Civil Procedure. Indeed, the
13 Sedona Principles provide that "[r]esponding parties are best situated to evaluate
14 the procedures, methodologies, and techniques appropriate for preserving and
15 producing their own electronically stored information." The Sedona Principles,
16 Third Edition: Best Practices, Recommendations and Principles for Addressing
17 Electronic Document Production, 19 Sedona Conf. J. 1, 118 (2018). Plaintiffs
18 have not established that such information is necessary to a fair adjudication of this
19 case. As such, State Farm also objects to this request on the basis that it constitutes
20 an improper fishing expedition.

21 State Farm further states that it will be producing in response to other
22 discovery in this matter the relevant non-confidential and/or non-trade secret
23 sections of the Operation Guide applicable and in effect during the relevant
24 timeframe along with the Standard Claim Processes and Jurisdictional References
25 applicable and in effect on the date of loss and additional materials representative
26 of resources available during the relevant timeframe. State Farm will produce the
27 relevant confidential and/or trade secret sections upon execution of the protective
28 order. In addition, pursuant to a protective order, State Farm will produce training

20

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1 related to water losses that appear on the training transcript for Gerald Acosta and
2 Jim Moratto for the period of March 3, 2022 to March 19, 2024.

3 **REQUEST FOR PRODUCTION NO. 50:**

4 DOCUMENTS containing any INDEX to guidelines and/or training referred
5 to as “Refresher(s)”.

6 **RESPONSE TO REQUEST FOR PRODUCTION NO. 50:**

7 State Farm objects to this request as it seeks information that is neither
8 relevant nor proportional to the issues in this case. State Farm objects to the
9 request as vague and ambiguous, specifically with respect to the use of the terms
10 “DOCUMENTS containing any INDEX” and “referred to as ‘Refreshers’”. State
11 Farm further objects to this request, as it is overly broad in scope (not limited to the
12 type of insurance coverage involved in this lawsuit, not limited to a reasonable
13 period of time, etc.) and is potentially unduly burdensome. State Farm objects to
14 this request to the extent it seeks confidential, proprietary business information
15 and/or trade secrets. Further, State Farm objects to this request because its scope is
16 broad enough to potentially implicate information that is protected by the
17 attorney/client or work product privileges.

18 State Farm further objects that this request constitutes impermissible
19 discovery-about-discovery insofar as Plaintiffs seeks information regarding State
20 Farm’s efforts to search for information responsive to Plaintiffs' discovery
21 requests. Absent a colorable showing that it has improperly withheld documents, a
22 court will not allow discovery into a party's retention and discovery efforts. State
23 Farm’s objections to the scope of Plaintiffs’ discovery do not provide a basis for
24 such an inquiry. State Farm further objects on the grounds that this request
25 improperly implies that Plaintiffs are in a position to assess and determine the
26 manner in which State Farm conducts discovery. This assertion is contrary to best
27 practices and the requirements of the Federal Rules of Civil Procedure. Indeed, the
28 Sedona Principles provide that “[r]esponding parties are best situated to evaluate

21

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15615 Alton Parkway, Suite 240
Irvine, CA 92618
(949) 242-2441 - Facsimile (949) 242-2446

1 the procedures, methodologies, and techniques appropriate for preserving and
2 producing their own electronically stored information." The Sedona Principles,
3 Third Edition: Best Practices, Recommendations and Principles for Addressing
4 Electronic Document Production, 19 Sedona Conf. J. 1, 118 (2018). Plaintiffs
5 have not established that such information is necessary to a fair adjudication of this
6 case. As such, State Farm also objects to this request on the basis that it constitutes
7 an improper fishing expedition.

8 State Farm further states that it will be producing in response to other
9 discovery in this matter the relevant non-confidential and/or non-trade secret
10 sections of the Operation Guide applicable and in effect during the relevant
11 timeframe along with the Standard Claim Processes and Jurisdictional References
12 applicable and in effect on the date of loss and additional materials representative
13 of resources available during the relevant timeframe. State Farm will produce the
14 relevant confidential and/or trade secret sections upon execution of the protective
15 order. In addition, pursuant to a protective order, State Farm will produce training
16 related to water losses that appear on the training transcript for Gerald Acosta and
17 Jim Moratto for the period of March 3, 2022 to March 19, 2024.

18 **REQUEST FOR PRODUCTION NO. 51:**

19 DOCUMENTS containing any INDEX to guidelines and/or training referred
20 to as "Scenario(s)", including but not limited to "Water Scenario(s)", "Claim
21 Scenario(s)", or "Coverage Scenario(s)".

22 **RESPONSE TO REQUEST FOR PRODUCTION NO. 51:**

23 State Farm objects to this request as it seeks information that is neither
24 relevant nor proportional to the issues in this case. State Farm objects to the
25 request as vague and ambiguous, specifically with respect to the use of the terms
26 "DOCUMENTS containing any INDEX" and "referred to as 'Scenario(s)',
27 including but not limited to "Water Scenario(s)", "Claim Scenario(s)", or
28 "Coverage Scenario(s)". State Farm further objects to this request, as it is overly

22

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(949) 242-2441 - Facsimile (949) 242-2446

1 broad in scope (not limited to the type of insurance coverage involved in this
2 lawsuit, not limited to a reasonable period of time, etc.) and is potentially unduly
3 burdensome. State Farm objects to this request to the extent it seeks confidential,
4 proprietary business information and/or trade secrets. Further, State Farm objects
5 to this request because its scope is broad enough to potentially implicate
6 information that is protected by the attorney/client or work product privileges.

7 State Farm further objects that this request constitutes impermissible
8 discovery-about-discovery insofar as Plaintiffs seeks information regarding State
9 Farm's efforts to search for information responsive to Plaintiffs' discovery
10 requests. Absent a colorable showing that it has improperly withheld documents, a
11 court will not allow discovery into a party's retention and discovery efforts. State
12 Farm's objections to the scope of Plaintiffs' discovery do not provide a basis for
13 such an inquiry. State Farm further objects on the grounds that this request
14 improperly implies that Plaintiffs are in a position to assess and determine the
15 manner in which State Farm conducts discovery. This assertion is contrary to best
16 practices and the requirements of the Federal Rules of Civil Procedure. Indeed, the
17 Sedona Principles provide that "[r]esponding parties are best situated to evaluate
18 the procedures, methodologies, and techniques appropriate for preserving and
19 producing their own electronically stored information." The Sedona Principles,
20 Third Edition: Best Practices, Recommendations and Principles for Addressing
21 Electronic Document Production, 19 Sedona Conf. J. 1, 118 (2018). Plaintiffs
22 have not established that such information is necessary to a fair adjudication of this
23 case. As such, State Farm also objects to this request on the basis that it constitutes
24 an improper fishing expedition.

25 State Farm further states that it will be producing in response to other
26 discovery in this matter the relevant non-confidential and/or non-trade secret
27 sections of the Operation Guide applicable and in effect during the relevant
28 timeframe along with the Standard Claim Processes and Jurisdictional References

23

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15615 Alton Parkway, Suite 240
Irvine, CA 92618
(949) 242-2441 - Facsimile (949) 242-2446

applicable and in effect on the date of loss and additional materials representative of resources available during the relevant timeframe. State Farm will produce the relevant confidential and/or trade secret sections upon execution of the protective order. In addition, pursuant to a protective order, State Farm will produce training related to water losses that appear on the training transcript for Gerald Acosta and Jim Moratto for the period of March 3, 2022 to March 19, 2024.

REQUEST FOR PRODUCTION NO. 52:

DOCUMENTS containing any INDEX to guidelines and/or training referred to as “Workflow”.

RESPONSE TO REQUEST FOR PRODUCTION NO. 52:

State Farm objects to this request as it seeks information that is neither relevant nor proportional to the issues in this case. State Farm objects to the request as vague and ambiguous, specifically with respect to the use of the terms “DOCUMENTS containing any INDEX” and “referred to as ‘Workflow’”. State Farm further objects to this request, as it is overly broad in scope (not limited to the type of insurance coverage involved in this lawsuit, not limited to a reasonable period of time, etc.) and is potentially unduly burdensome. State Farm objects to this request to the extent it seeks confidential, proprietary business information and/or trade secrets. Further, State Farm objects to this request because its scope is broad enough to potentially implicate information that is protected by the attorney/client or work product privileges.

State Farm further objects that this request constitutes impermissible discovery-about-discovery insofar as Plaintiffs seeks information regarding State Farm’s efforts to search for information responsive to Plaintiffs’ discovery requests. Absent a colorable showing that it has improperly withheld documents, a court will not allow discovery into a party’s retention and discovery efforts. State Farm’s objections to the scope of Plaintiffs’ discovery do not provide a basis for such an inquiry. State Farm further objects on the grounds that this request

Pacific Law Partners, LLP
15615 Alton Parkway, Suite 240
Irvine, CA 92618
(949) 242-2441 - Facsimile (949) 242-2446

1 improperly implies that Plaintiffs are in a position to assess and determine the
2 manner in which State Farm conducts discovery. This assertion is contrary to best
3 practices and the requirements of the Federal Rules of Civil Procedure. Indeed, the
4 Sedona Principles provide that "[r]esponding parties are best situated to evaluate
5 the procedures, methodologies, and techniques appropriate for preserving and
6 producing their own electronically stored information." The Sedona Principles,
7 Third Edition: Best Practices, Recommendations and Principles for Addressing
8 Electronic Document Production, 19 Sedona Conf. J. 1, 118 (2018). Plaintiffs
9 have not established that such information is necessary to a fair adjudication of this
10 case. As such, State Farm also objects to this request on the basis that it constitutes
11 an improper fishing expedition.

12 State Farm further states that it will be producing in response to other
13 discovery in this matter the relevant non-confidential and/or non-trade secret
14 sections of the Operation Guide applicable and in effect during the relevant
15 timeframe along with the Standard Claim Processes and Jurisdictional References
16 applicable and in effect on the date of loss and additional materials representative
17 of resources available during the relevant timeframe. State Farm will produce the
18 relevant confidential and/or trade secret sections upon execution of the protective
19 order. In addition, pursuant to a protective order, State Farm will produce training
20 related to water losses that appear on the training transcript for Gerald Acosta and
21 Jim Moratto for the period of March 3, 2022 to March 19, 2024.

22 **REQUEST FOR PRODUCTION NO. 53:**

23 DOCUMENTS containing any INDEX to guidelines and/or training referred
24 to as "Workday".

25 **RESPONSE TO REQUEST FOR PRODUCTION NO. 53:**

26 State Farm objects to this request as it seeks information that is neither
27 relevant nor proportional to the issues in this case. State Farm objects to the
28 request as vague and ambiguous, specifically with respect to the use of the terms

25

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Irvine, CA 92618
(949) 242-2441 - Facsimile (949) 242-2446

1 “DOCUMENTS containing any INDEX” and “referred to as ‘Workday’”. State
2 Farm further objects to this request, as it is overly broad in scope (not limited to the
3 type of insurance coverage involved in this lawsuit, not limited to a reasonable
4 period of time, etc.) and is potentially unduly burdensome. State Farm objects to
5 this request to the extent it seeks confidential, proprietary business information
6 and/or trade secrets. Further, State Farm objects to this request because its scope is
7 broad enough to potentially implicate information that is protected by the
8 attorney/client or work product privileges.

9 State Farm further objects that this request constitutes impermissible
10 discovery-about-discovery insofar as Plaintiffs seeks information regarding State
11 Farm’s efforts to search for information responsive to Plaintiffs’ discovery
12 requests. Absent a colorable showing that it has improperly withheld documents, a
13 court will not allow discovery into a party’s retention and discovery efforts. State
14 Farm’s objections to the scope of Plaintiffs’ discovery do not provide a basis for
15 such an inquiry. State Farm further objects on the grounds that this request
16 improperly implies that Plaintiffs are in a position to assess and determine the
17 manner in which State Farm conducts discovery. This assertion is contrary to best
18 practices and the requirements of the Federal Rules of Civil Procedure. Indeed, the
19 Sedona Principles provide that “[r]esponding parties are best situated to evaluate
20 the procedures, methodologies, and techniques appropriate for preserving and
21 producing their own electronically stored information.” The Sedona Principles,
22 Third Edition: Best Practices, Recommendations and Principles for Addressing
23 Electronic Document Production, 19 Sedona Conf. J. 1, 118 (2018). Plaintiffs
24 have not established that such information is necessary to a fair adjudication of this
25 case. As such, State Farm also objects to this request on the basis that it constitutes
26 an improper fishing expedition.

27 State Farm further states that it will be producing in response to other
28 discovery in this matter the relevant non-confidential and/or non-trade secret

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15615 Alton Parkway, Suite 240
Irvine, CA 92618
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sections of the Operation Guide applicable and in effect during the relevant timeframe along with the Standard Claim Processes and Jurisdictional References applicable and in effect on the date of loss and additional materials representative of resources available during the relevant timeframe. State Farm will produce the relevant confidential and/or trade secret sections upon execution of the protective order. In addition, pursuant to a protective order, State Farm will produce training related to water losses that appear on the training transcript for Gerald Acosta and Jim Moratto for the period of March 3, 2022 to March 19, 2024.

REQUEST FOR PRODUCTION NO. 54:

DOCUMENTS containing any INDEX to guidelines and/or training referred to as “Dashboard”.

RESPONSE TO REQUEST FOR PRODUCTION NO. 54:

State Farm objects to this request as it seeks information that is neither relevant nor proportional to the issues in this case. State Farm objects to the request as vague and ambiguous, specifically with respect to the use of the terms “DOCUMENTS containing any INDEX” and “referred to as ‘Dashboard’”. State Farm further objects to this request, as it is overly broad in scope (not limited to the type of insurance coverage involved in this lawsuit, not limited to a reasonable period of time, etc.) and is potentially unduly burdensome. State Farm objects to this request to the extent it seeks confidential, proprietary business information and/or trade secrets. Further, State Farm objects to this request because its scope is broad enough to potentially implicate information that is protected by the attorney/client or work product privileges.

State Farm further objects that this request constitutes impermissible discovery-about-discovery insofar as Plaintiffs seeks information regarding State Farm’s efforts to search for information responsive to Plaintiffs' discovery requests. Absent a colorable showing that it has improperly withheld documents, a court will not allow discovery into a party's retention and discovery efforts. State

Pacific Law Partners, LLP
15615 Alton Parkway, Suite 240
Irvine, CA 92618
(949) 242-2441 - Facsimile (949) 242-2446

1 Farm's objections to the scope of Plaintiffs' discovery do not provide a basis for
2 such an inquiry. State Farm further objects on the grounds that this request
3 improperly implies that Plaintiffs are in a position to assess and determine the
4 manner in which State Farm conducts discovery. This assertion is contrary to best
5 practices and the requirements of the Federal Rules of Civil Procedure. Indeed, the
6 Sedona Principles provide that "[r]esponding parties are best situated to evaluate
7 the procedures, methodologies, and techniques appropriate for preserving and
8 producing their own electronically stored information." The Sedona Principles,
9 Third Edition: Best Practices, Recommendations and Principles for Addressing
10 Electronic Document Production, 19 Sedona Conf. J. 1, 118 (2018). Plaintiffs
11 have not established that such information is necessary to a fair adjudication of this
12 case. As such, State Farm also objects to this request on the basis that it constitutes
13 an improper fishing expedition.

14 State Farm further states that it will be producing in response to other
15 discovery in this matter the relevant non-confidential and/or non-trade secret
16 sections of the Operation Guide applicable and in effect during the relevant
17 timeframe along with the Standard Claim Processes and Jurisdictional References
18 applicable and in effect on the date of loss and additional materials representative
19 of resources available during the relevant timeframe. State Farm will produce the
20 relevant confidential and/or trade secret sections upon execution of the protective
21 order. In addition, pursuant to a protective order, State Farm will produce training
22 related to water losses that appear on the training transcript for Gerald Acosta and
23 Jim Moratto for the period of March 3, 2022 to March 19, 2024.

24 **REQUEST FOR PRODUCTION NO. 55:**

25 DOCUMENTS containing any INDEX to guidelines and/or training referred
26 to as "Quality Claim Handling Expectations".

27 **RESPONSE TO REQUEST FOR PRODUCTION NO. 55:**

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15615 Alton Parkway, Suite 240
Irvine, CA 92618
(949) 242-2441 - Facsimile (949) 242-2446

1 State Farm objects to this request as it seeks information that is neither
2 relevant nor proportional to the issues in this case. State Farm objects to the
3 request as vague and ambiguous, specifically with respect to the use of the terms
4 “DOCUMENTS containing any INDEX” and “referred to as ‘Quality Claim
5 Handling Expectations’”. State Farm further objects to this request, as it is overly
6 broad in scope (not limited to the type of insurance coverage involved in this
7 lawsuit, not limited to a reasonable period of time, etc.) and is potentially unduly
8 burdensome. State Farm objects to this request to the extent it seeks confidential,
9 proprietary business information and/or trade secrets. Further, State Farm objects
10 to this request because its scope is broad enough to potentially implicate
11 information that is protected by the attorney/client or work product privileges.

12 State Farm further objects that this request constitutes impermissible
13 discovery-about-discovery insofar as Plaintiffs seeks information regarding State
14 Farm’s efforts to search for information responsive to Plaintiffs’ discovery
15 requests. Absent a colorable showing that it has improperly withheld documents, a
16 court will not allow discovery into a party’s retention and discovery efforts. State
17 Farm’s objections to the scope of Plaintiffs’ discovery do not provide a basis for
18 such an inquiry. State Farm further objects on the grounds that this request
19 improperly implies that Plaintiffs are in a position to assess and determine the
20 manner in which State Farm conducts discovery. This assertion is contrary to best
21 practices and the requirements of the Federal Rules of Civil Procedure. Indeed, the
22 Sedona Principles provide that “[r]esponding parties are best situated to evaluate
23 the procedures, methodologies, and techniques appropriate for preserving and
24 producing their own electronically stored information.” The Sedona Principles,
25 Third Edition: Best Practices, Recommendations and Principles for Addressing
26 Electronic Document Production, 19 Sedona Conf. J. 1, 118 (2018). Plaintiffs
27 have not established that such information is necessary to a fair adjudication of this
28

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15615 Alton Parkway, Suite 240
Irvine, CA 92618
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1 case. As such, State Farm also objects to this request on the basis that it constitutes
2 an improper fishing expedition.

3 State Farm further states that it will be producing in response to other
4 discovery in this matter the relevant non-confidential and/or non-trade secret
5 sections of the Operation Guide applicable and in effect during the relevant
6 timeframe along with the Standard Claim Processes and Jurisdictional References
7 applicable and in effect on the date of loss and additional materials representative
8 of resources available during the relevant timeframe. State Farm will produce the
9 relevant confidential and/or trade secret sections upon execution of the protective
10 order. In addition, pursuant to a protective order, State Farm will produce training
11 related to water losses that appear on the training transcript for Gerald Acosta and
12 Jim Moratto for the period of March 3, 2022 to March 19, 2024.

13 **REQUEST FOR PRODUCTION NO. 56:**

14 DOCUMENTS containing any INDEX to guidelines and/or training referred
15 to as “Coverage Model”.

16 **RESPONSE TO REQUEST FOR PRODUCTION NO. 56:**

17 State Farm objects to this request as it seeks information that is neither
18 relevant nor proportional to the issues in this case. State Farm objects to the
19 request as vague and ambiguous, specifically with respect to the use of the terms
20 “DOCUMENTS containing any INDEX” and “referred to as ‘Coverage
21 Model’”. State Farm further objects to this request, as it is overly broad in scope
22 (not limited to the type of insurance coverage involved in this lawsuit, not limited
23 to a reasonable period of time, etc.) and is potentially unduly burdensome. State
24 Farm objects to this request to the extent it seeks confidential, proprietary business
25 information and/or trade secrets. Further, State Farm objects to this request because
26 its scope is broad enough to potentially implicate information that is protected by
27 the attorney/client or work product privileges.

Pacific Law Partners, LLP
15615 Alton Parkway, Suite 240
Irvine, CA 92618
(949) 242-2441 - Facsimile (949) 242-2446

1 State Farm further objects that this request constitutes impermissible
2 discovery-about-discovery insofar as Plaintiffs seeks information regarding State
3 Farm's efforts to search for information responsive to Plaintiffs' discovery
4 requests. Absent a colorable showing that it has improperly withheld documents, a
5 court will not allow discovery into a party's retention and discovery efforts. State
6 Farm's objections to the scope of Plaintiffs' discovery do not provide a basis for
7 such an inquiry. State Farm further objects on the grounds that this request
8 improperly implies that Plaintiffs are in a position to assess and determine the
9 manner in which State Farm conducts discovery. This assertion is contrary to best
10 practices and the requirements of the Federal Rules of Civil Procedure. Indeed, the
11 Sedona Principles provide that "[r]esponding parties are best situated to evaluate
12 the procedures, methodologies, and techniques appropriate for preserving and
13 producing their own electronically stored information." The Sedona Principles,
14 Third Edition: Best Practices, Recommendations and Principles for Addressing
15 Electronic Document Production, 19 Sedona Conf. J. 1, 118 (2018). Plaintiffs
16 have not established that such information is necessary to a fair adjudication of this
17 case. As such, State Farm also objects to this request on the basis that it constitutes
18 an improper fishing expedition.

19 State Farm further states that it will be producing in response to other
20 discovery in this matter the relevant non-confidential and/or non-trade secret
21 sections of the Operation Guide applicable and in effect during the relevant
22 timeframe along with the Standard Claim Processes and Jurisdictional References
23 applicable and in effect on the date of loss and additional materials representative
24 of resources available during the relevant timeframe. State Farm will produce the
25 relevant confidential and/or trade secret sections upon execution of the protective
26 order. In addition, pursuant to a protective order, State Farm will produce training
27 related to water losses that appear on the training transcript for Gerald Acosta and
28 Jim Moratto for the period of March 3, 2022 to March 19, 2024.

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15615 Alton Parkway, Suite 240
Irvine, CA 92618
(949) 242-2441 - Facsimile (949) 242-2446

REQUEST FOR PRODUCTION NO. 57:

DOCUMENTS containing any INDEX to guidelines and/or training referred to as “Resources”.

RESPONSE TO REQUEST FOR PRODUCTION NO. 57:

State Farm objects to this request as it seeks information that is neither relevant nor proportional to the issues in this case. State Farm objects to the request as vague and ambiguous, specifically with respect to the use of the terms “DOCUMENTS containing any INDEX” and “referred to as ‘Resources’”. State Farm further objects to this request, as it is overly broad in scope (not limited to the type of insurance coverage involved in this lawsuit, not limited to a reasonable period of time, etc.) and is potentially unduly burdensome. State Farm objects to this request to the extent it seeks confidential, proprietary business information and/or trade secrets. Further, State Farm objects to this request because its scope is broad enough to potentially implicate information that is protected by the attorney/client or work product privileges.

State Farm further objects that this request constitutes impermissible discovery-about-discovery insofar as Plaintiffs seeks information regarding State Farm’s efforts to search for information responsive to Plaintiffs’ discovery requests. Absent a colorable showing that it has improperly withheld documents, a court will not allow discovery into a party’s retention and discovery efforts. State Farm’s objections to the scope of Plaintiffs’ discovery do not provide a basis for such an inquiry. State Farm further objects on the grounds that this request improperly implies that Plaintiffs are in a position to assess and determine the manner in which State Farm conducts discovery. This assertion is contrary to best practices and the requirements of the Federal Rules of Civil Procedure. Indeed, the Sedona Principles provide that “[r]esponding parties are best situated to evaluate the procedures, methodologies, and techniques appropriate for preserving and producing their own electronically stored information.” The Sedona Principles,

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Irvine, CA 92618
(949) 242-2441 - Facsimile (949) 242-2446

1 Third Edition: Best Practices, Recommendations and Principles for Addressing
2 Electronic Document Production, 19 Sedona Conf. J. 1, 118 (2018). Plaintiffs
3 have not established that such information is necessary to a fair adjudication of this
4 case. As such, State Farm also objects to this request on the basis that it constitutes
5 an improper fishing expedition.

6 State Farm further states that it will be producing in response to other
7 discovery in this matter the relevant non-confidential and/or non-trade secret
8 sections of the Operation Guide applicable and in effect during the relevant
9 timeframe along with the Standard Claim Processes and Jurisdictional References
10 applicable and in effect on the date of loss and additional materials representative
11 of resources available during the relevant timeframe. State Farm will produce the
12 relevant confidential and/or trade secret sections upon execution of the protective
13 order. In addition, pursuant to a protective order, State Farm will produce training
14 related to water losses that appear on the training transcript for Gerald Acosta and
15 Jim Moratto for the period of March 3, 2022 to March 19, 2024.

16 **REQUEST FOR PRODUCTION NO. 58:**

17 DOCUMENTS containing any INDEX to guidelines and/or training referred
18 to as “Discussion Resources” including but not limited to “Fire Claims Discussion
19 Resources.”

20 **RESPONSE TO REQUEST FOR PRODUCTION NO. 58:**

21 State Farm objects to this request as it seeks information that is neither
22 relevant nor proportional to the issues in this case. State Farm objects to the
23 request as vague and ambiguous, specifically with respect to the use of the terms
24 “DOCUMENTS containing any INDEX” and “referred to as ‘Discussion
25 Resources’”. State Farm further objects to this request, as it is overly broad in
26 scope (not limited to the type of insurance coverage involved in this lawsuit, not
27 limited to a reasonable period of time, etc.) and is potentially unduly
28 burdensome. State Farm objects to this request to the extent it seeks confidential,

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1 proprietary business information and/or trade secrets. Further, State Farm objects
2 to this request because its scope is broad enough to potentially implicate
3 information that is protected by the attorney/client or work product privileges.

4 State Farm further objects that this request constitutes impermissible
5 discovery-about-discovery insofar as Plaintiffs seeks information regarding State
6 Farm's efforts to search for information responsive to Plaintiffs' discovery
7 requests. Absent a colorable showing that it has improperly withheld documents, a
8 court will not allow discovery into a party's retention and discovery efforts. State
9 Farm's objections to the scope of Plaintiffs' discovery do not provide a basis for
10 such an inquiry. State Farm further objects on the grounds that this request
11 improperly implies that Plaintiffs are in a position to assess and determine the
12 manner in which State Farm conducts discovery. This assertion is contrary to best
13 practices and the requirements of the Federal Rules of Civil Procedure. Indeed, the
14 Sedona Principles provide that "[r]esponding parties are best situated to evaluate
15 the procedures, methodologies, and techniques appropriate for preserving and
16 producing their own electronically stored information." The Sedona Principles,
17 Third Edition: Best Practices, Recommendations and Principles for Addressing
18 Electronic Document Production, 19 Sedona Conf. J. 1, 118 (2018). Plaintiffs
19 have not established that such information is necessary to a fair adjudication of this
20 case. As such, State Farm also objects to this request on the basis that it constitutes
21 an improper fishing expedition.

22 State Farm further states that it will be producing in response to other
23 discovery in this matter the relevant non-confidential and/or non-trade secret
24 sections of the Operation Guide applicable and in effect during the relevant
25 timeframe along with the Standard Claim Processes and Jurisdictional References
26 applicable and in effect on the date of loss and additional materials representative
27 of resources available during the relevant timeframe. State Farm will produce the
28 relevant confidential and/or trade secret sections upon execution of the protective

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15615 Alton Parkway, Suite 240
Irvine, CA 92618
(949) 242-2441 - Facsimile (949) 242-2446

1 order. In addition, pursuant to a protective order, State Farm will produce training
2 related to water losses that appear on the training transcript for Gerald Acosta and
3 Jim Moratto for the period of March 3, 2022 to March 19, 2024.

4 **REQUEST FOR PRODUCTION NO. 59:**

5 DOCUMENTS containing any INDEX to guidelines and/or training referred
6 to as “Core Property Claims”.

7 **RESPONSE TO REQUEST FOR PRODUCTION NO. 59:**

8 State Farm objects to this request as it seeks information that is neither
9 relevant nor proportional to the issues in this case. State Farm objects to the
10 request as vague and ambiguous, specifically with respect to the use of the terms
11 “DOCUMENTS containing any INDEX” and “referred to as ‘Core Property
12 Claims’”. State Farm further objects to this request, as it is overly broad in scope
13 (not limited to the type of insurance coverage involved in this lawsuit, not limited
14 to a reasonable period of time, etc.) and is potentially unduly burdensome. State
15 Farm objects to this request to the extent it seeks confidential, proprietary business
16 information and/or trade secrets. Further, State Farm objects to this request because
17 its scope is broad enough to potentially implicate information that is protected by
18 the attorney/client or work product privileges.

19 State Farm further objects that this request constitutes impermissible
20 discovery-about-discovery insofar as Plaintiffs seeks information regarding State
21 Farm’s efforts to search for information responsive to Plaintiffs' discovery
22 requests. Absent a colorable showing that it has improperly withheld documents, a
23 court will not allow discovery into a party's retention and discovery efforts. State
24 Farm’s objections to the scope of Plaintiffs’ discovery do not provide a basis for
25 such an inquiry. State Farm further objects on the grounds that this request
26 improperly implies that Plaintiffs are in a position to assess and determine the
27 manner in which State Farm conducts discovery. This assertion is contrary to best
28 practices and the requirements of the Federal Rules of Civil Procedure. Indeed, the

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15615 Alton Parkway, Suite 240
Irvine, CA 92618
(949) 242-2441 - Facsimile (949) 242-2446

1 Sedona Principles provide that "[r]esponding parties are best situated to evaluate
2 the procedures, methodologies, and techniques appropriate for preserving and
3 producing their own electronically stored information." The Sedona Principles,
4 Third Edition: Best Practices, Recommendations and Principles for Addressing
5 Electronic Document Production, 19 Sedona Conf. J. 1, 118 (2018). Plaintiffs
6 have not established that such information is necessary to a fair adjudication of this
7 case. As such, State Farm also objects to this request on the basis that it constitutes
8 an improper fishing expedition.

9 State Farm further states that it will be producing in response to other
10 discovery in this matter the relevant non-confidential and/or non-trade secret
11 sections of the Operation Guide applicable and in effect during the relevant
12 timeframe along with the Standard Claim Processes and Jurisdictional References
13 applicable and in effect on the date of loss and additional materials representative
14 of resources available during the relevant timeframe. State Farm will produce the
15 relevant confidential and/or trade secret sections upon execution of the protective
16 order. In addition, pursuant to a protective order, State Farm will produce training
17 related to water losses that appear on the training transcript for Gerald Acosta and
18 Jim Moratto for the period of March 3, 2022 to March 19, 2024.

19 **REQUEST FOR PRODUCTION NO. 60:**

20 DOCUMENTS containing any INDEX to guidelines and/or training referred
21 to as "Dollar One".

22 **RESPONSE TO REQUEST FOR PRODUCTION NO. 60:**

23 State Farm objects to this request as it seeks information that is neither
24 relevant nor proportional to the issues in this case. State Farm objects to the
25 request as vague and ambiguous, specifically with respect to the use of the terms
26 "DOCUMENTS containing any INDEX" and "referred to as 'Dollar One'". State
27 Farm further objects to this request, as it is overly broad in scope (not limited to the
28 type of insurance coverage involved in this lawsuit, not limited to a reasonable

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15615 Alton Parkway, Suite 240
Irvine, CA 92618
(949) 242-2441 - Facsimile (949) 242-2446

period of time, etc.) and is potentially unduly burdensome. State Farm objects to this request to the extent it seeks confidential, proprietary business information and/or trade secrets. Further, State Farm objects to this request because its scope is broad enough to potentially implicate information that is protected by the attorney/client or work product privileges.

State Farm further objects that this request constitutes impermissible discovery-about-discovery insofar as Plaintiffs seeks information regarding State Farm's efforts to search for information responsive to Plaintiffs' discovery requests. Absent a colorable showing that it has improperly withheld documents, a court will not allow discovery into a party's retention and discovery efforts. State Farm's objections to the scope of Plaintiffs' discovery do not provide a basis for such an inquiry. State Farm further objects on the grounds that this request improperly implies that Plaintiffs are in a position to assess and determine the manner in which State Farm conducts discovery. This assertion is contrary to best practices and the requirements of the Federal Rules of Civil Procedure. Indeed, the Sedona Principles provide that "[r]esponding parties are best situated to evaluate the procedures, methodologies, and techniques appropriate for preserving and producing their own electronically stored information." The Sedona Principles, Third Edition: Best Practices, Recommendations and Principles for Addressing Electronic Document Production, 19 Sedona Conf. J. 1, 118 (2018). Plaintiffs have not established that such information is necessary to a fair adjudication of this case. As such, State Farm also objects to this request on the basis that it constitutes an improper fishing expedition.

State Farm further states that it will be producing in response to other discovery in this matter the relevant non-confidential and/or non-trade secret sections of the Operation Guide applicable and in effect during the relevant timeframe along with the Standard Claim Processes and Jurisdictional References applicable and in effect on the date of loss and additional materials representative

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Irvine, CA 92618
(949) 242-2441 - Facsimile (949) 242-2446

1 of resources available during the relevant timeframe. State Farm will produce the
2 relevant confidential and/or trade secret sections upon execution of the protective
3 order. In addition, pursuant to a protective order, State Farm will produce training
4 related to water losses that appear on the training transcript for Gerald Acosta and
5 Jim Moratto for the period of March 3, 2022 to March 19, 2024.

6 **REQUEST FOR PRODUCTION NO. 61:**

7 DOCUMENTS containing any INDEX to guidelines and/or training referred
8 to as “EHP”.

9 **RESPONSE TO REQUEST FOR PRODUCTION NO. 61:**

10 State Farm objects to this request as it seeks information that is neither
11 relevant nor proportional to the issues in this case. State Farm objects to the
12 request as vague and ambiguous, specifically with respect to the use of the terms
13 “DOCUMENTS containing any INDEX” and “referred to as ‘EHP’”. State Farm
14 further objects to this request, as it is overly broad in scope (not limited to the type
15 of insurance coverage involved in this lawsuit, not limited to a reasonable period of
16 time, etc.) and is potentially unduly burdensome. State Farm objects to this request
17 to the extent it seeks confidential, proprietary business information and/or trade
18 secrets. Further, State Farm objects to this request because its scope is broad
19 enough to potentially implicate information that is protected by the attorney/client
20 or work product privileges.

21 State Farm further objects that this request constitutes impermissible
22 discovery-about-discovery insofar as Plaintiffs seeks information regarding State
23 Farm’s efforts to search for information responsive to Plaintiffs’ discovery
24 requests. Absent a colorable showing that it has improperly withheld documents, a
25 court will not allow discovery into a party’s retention and discovery efforts. State
26 Farm’s objections to the scope of Plaintiffs’ discovery do not provide a basis for
27 such an inquiry. State Farm further objects on the grounds that this request
28 improperly implies that Plaintiffs are in a position to assess and determine the

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15615 Alton Parkway, Suite 240
Irvine, CA 92618
(949) 242-2441 - Facsimile (949) 242-2446

manner in which State Farm conducts discovery. This assertion is contrary to best practices and the requirements of the Federal Rules of Civil Procedure. Indeed, the Sedona Principles provide that "[r]esponding parties are best situated to evaluate the procedures, methodologies, and techniques appropriate for preserving and producing their own electronically stored information." The Sedona Principles, Third Edition: Best Practices, Recommendations and Principles for Addressing Electronic Document Production, 19 Sedona Conf. J. 1, 118 (2018). Plaintiffs have not established that such information is necessary to a fair adjudication of this case. As such, State Farm also objects to this request on the basis that it constitutes an improper fishing expedition.

State Farm further states that it will be producing in response to other discovery in this matter the relevant non-confidential and/or non-trade secret sections of the Operation Guide applicable and in effect during the relevant timeframe along with the Standard Claim Processes and Jurisdictional References applicable and in effect on the date of loss and additional materials representative of resources available during the relevant timeframe. State Farm will produce the relevant confidential and/or trade secret sections upon execution of the protective order. In addition, pursuant to a protective order, State Farm will produce training related to water losses that appear on the training transcript for Gerald Acosta and Jim Moratto for the period of March 3, 2022 to March 19, 2024.

REQUEST FOR PRODUCTION NO. 62:

DOCUMENTS containing any INDEX to guidelines and/or training referred to as "Basics" or "Claim Basics."

RESPONSE TO REQUEST FOR PRODUCTION NO. 62:

State Farm objects to this request as it seeks information that is neither relevant nor proportional to the issues in this case. State Farm objects to the request as vague and ambiguous, specifically with respect to the use of the terms "DOCUMENTS containing any INDEX" and "referred to as 'Basics' or 'Claim

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15615 Alton Parkway, Suite 240
Irvine, CA 92618
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1 Basics’’. State Farm further objects to this request, as it is overly broad in scope
2 (not limited to the type of insurance coverage involved in this lawsuit, not limited
3 to a reasonable period of time, etc.) and is potentially unduly burdensome. State
4 Farm objects to this request to the extent it seeks confidential, proprietary business
5 information and/or trade secrets. Further, State Farm objects to this request because
6 its scope is broad enough to potentially implicate information that is protected by
7 the attorney/client or work product privileges.

8 State Farm further objects that this request constitutes impermissible
9 discovery-about-discovery insofar as Plaintiffs seeks information regarding State
10 Farm’s efforts to search for information responsive to Plaintiffs’ discovery
11 requests. Absent a colorable showing that it has improperly withheld documents, a
12 court will not allow discovery into a party’s retention and discovery efforts. State
13 Farm’s objections to the scope of Plaintiffs’ discovery do not provide a basis for
14 such an inquiry. State Farm further objects on the grounds that this request
15 improperly implies that Plaintiffs are in a position to assess and determine the
16 manner in which State Farm conducts discovery. This assertion is contrary to best
17 practices and the requirements of the Federal Rules of Civil Procedure. Indeed, the
18 Sedona Principles provide that “[r]esponding parties are best situated to evaluate
19 the procedures, methodologies, and techniques appropriate for preserving and
20 producing their own electronically stored information.” The Sedona Principles,
21 Third Edition: Best Practices, Recommendations and Principles for Addressing
22 Electronic Document Production, 19 Sedona Conf. J. 1, 118 (2018). Plaintiffs
23 have not established that such information is necessary to a fair adjudication of this
24 case. As such, State Farm also objects to this request on the basis that it constitutes
25 an improper fishing expedition.

26 State Farm further states that it will be producing in response to other
27 discovery in this matter the relevant non-confidential and/or non-trade secret
28 sections of the Operation Guide applicable and in effect during the relevant

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15615 Alton Parkway, Suite 240
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1 timeframe along with the Standard Claim Processes and Jurisdictional References
2 applicable and in effect on the date of loss and additional materials representative
3 of resources available during the relevant timeframe. State Farm will produce the
4 relevant confidential and/or trade secret sections upon execution of the protective
5 order. In addition, pursuant to a protective order, State Farm will produce training
6 related to water losses that appear on the training transcript for Gerald Acosta and
7 Jim Moratto for the period of March 3, 2022 to March 19, 2024.

8 **REQUEST FOR PRODUCTION NO. 63:**

9 DOCUMENTS containing any INDEX to guidelines and/or training referred
10 to as “Coverage Analysis.”

11 **RESPONSE TO REQUEST FOR PRODUCTION NO. 63:**

12 State Farm objects to this request as it seeks information that is neither
13 relevant nor proportional to the issues in this case. State Farm objects to the
14 request as vague and ambiguous, specifically with respect to the use of the terms
15 “DOCUMENTS containing any INDEX” and “referred to as ‘Coverage
16 Analysis’”. State Farm further objects to this request, as it is overly broad in scope
17 (not limited to the type of insurance coverage involved in this lawsuit, not limited
18 to a reasonable period of time, etc.) and is potentially unduly burdensome. State
19 Farm objects to this request to the extent it seeks confidential, proprietary business
20 information and/or trade secrets. Further, State Farm objects to this request because
21 its scope is broad enough to potentially implicate information that is protected by
22 the attorney/client or work product privileges.

23 State Farm further objects that this request constitutes impermissible
24 discovery-about-discovery insofar as Plaintiffs seeks information regarding State
25 Farm’s efforts to search for information responsive to Plaintiffs’ discovery
26 requests. Absent a colorable showing that it has improperly withheld documents, a
27 court will not allow discovery into a party’s retention and discovery efforts. State
28 Farm’s objections to the scope of Plaintiffs’ discovery do not provide a basis for

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Pacific Law Partners, LLP
15615 Alton Parkway, Suite 240
Irvine, CA 92618
(949) 242-2441 - Facsimile (949) 242-2446

1 such an inquiry. State Farm further objects on the grounds that this request
2 improperly implies that Plaintiffs are in a position to assess and determine the
3 manner in which State Farm conducts discovery. This assertion is contrary to best
4 practices and the requirements of the Federal Rules of Civil Procedure. Indeed, the
5 Sedona Principles provide that "[r]esponding parties are best situated to evaluate
6 the procedures, methodologies, and techniques appropriate for preserving and
7 producing their own electronically stored information." The Sedona Principles,
8 Third Edition: Best Practices, Recommendations and Principles for Addressing
9 Electronic Document Production, 19 Sedona Conf. J. 1, 118 (2018). Plaintiffs
10 have not established that such information is necessary to a fair adjudication of this
11 case. As such, State Farm also objects to this request on the basis that it constitutes
12 an improper fishing expedition.

13 State Farm further states that it will be producing in response to other
14 discovery in this matter the relevant non-confidential and/or non-trade secret
15 sections of the Operation Guide applicable and in effect during the relevant
16 timeframe along with the Standard Claim Processes and Jurisdictional References
17 applicable and in effect on the date of loss and additional materials representative
18 of resources available during the relevant timeframe. State Farm will produce the
19 relevant confidential and/or trade secret sections upon execution of the protective
20 order. In addition, pursuant to a protective order, State Farm will produce training
21 related to water losses that appear on the training transcript for Gerald Acosta and
22 Jim Moratto for the period of March 3, 2022 to March 19, 2024.

23 **REQUEST FOR PRODUCTION NO. 64:**

24 DOCUMENTS containing any INDEX to guidelines and/or training referred
25 to as "Fire Focus."

26 **RESPONSE TO REQUEST FOR PRODUCTION NO. 64:**

27 State Farm objects to this request as it seeks information that is neither
28 relevant nor proportional to the issues in this case. State Farm objects to the

Pacific Law Partners, LLP
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Irvine, CA 92618
(949) 242-2441 - Facsimile (949) 242-2446

1 request as vague and ambiguous, specifically with respect to the use of the terms
2 “DOCUMENTS containing any INDEX” and “referred to as ‘Fire Focus’”. State
3 Farm further objects to this request, as it is overly broad in scope (not limited to the
4 type of insurance coverage involved in this lawsuit, not limited to a reasonable
5 period of time, etc.) and is potentially unduly burdensome. State Farm objects to
6 this request to the extent it seeks confidential, proprietary business information
7 and/or trade secrets. Further, State Farm objects to this request because its scope is
8 broad enough to potentially implicate information that is protected by the
9 attorney/client or work product privileges.

10 State Farm further objects that this request constitutes impermissible
11 discovery-about-discovery insofar as Plaintiffs seeks information regarding State
12 Farm’s efforts to search for information responsive to Plaintiffs’ discovery
13 requests. Absent a colorable showing that it has improperly withheld documents, a
14 court will not allow discovery into a party’s retention and discovery efforts. State
15 Farm’s objections to the scope of Plaintiffs’ discovery do not provide a basis for
16 such an inquiry. State Farm further objects on the grounds that this request
17 improperly implies that Plaintiffs are in a position to assess and determine the
18 manner in which State Farm conducts discovery. This assertion is contrary to best
19 practices and the requirements of the Federal Rules of Civil Procedure. Indeed, the
20 Sedona Principles provide that “[r]esponding parties are best situated to evaluate
21 the procedures, methodologies, and techniques appropriate for preserving and
22 producing their own electronically stored information.” The Sedona Principles,
23 Third Edition: Best Practices, Recommendations and Principles for Addressing
24 Electronic Document Production, 19 Sedona Conf. J. 1, 118 (2018). Plaintiffs
25 have not established that such information is necessary to a fair adjudication of this
26 case. As such, State Farm also objects to this request on the basis that it constitutes
27 an improper fishing expedition.

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Irvine, CA 92618
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1 State Farm further states that it will be producing in response to other
2 discovery in this matter the relevant non-confidential and/or non-trade secret
3 sections of the Operation Guide applicable and in effect during the relevant
4 timeframe along with the Standard Claim Processes and Jurisdictional References
5 applicable and in effect on the date of loss and additional materials representative
6 of resources available during the relevant timeframe. State Farm will produce the
7 relevant confidential and/or trade secret sections upon execution of the protective
8 order. In addition, pursuant to a protective order, State Farm will produce training
9 related to water losses that appear on the training transcript for Gerald Acosta and
10 Jim Moratto for the period of March 3, 2022 to March 19, 2024.

11 **REQUEST FOR PRODUCTION NO. 65:**

12 DOCUMENTS containing any INDEX to guidelines and/or training referred
13 to as “Fire Claims Information Channel.”

14 **RESPONSE TO REQUEST FOR PRODUCTION NO. 65:**

15 State Farm objects to this request as it seeks information that is neither
16 relevant nor proportional to the issues in this case. State Farm objects to the
17 request as vague and ambiguous, specifically with respect to the use of the terms
18 “DOCUMENTS containing any INDEX” and “referred to as ‘Fire Claims
19 Information Channel’”. State Farm further objects to this request, as it is overly
20 broad in scope (not limited to the type of insurance coverage involved in this
21 lawsuit, not limited to a reasonable period of time, etc.) and is potentially unduly
22 burdensome. State Farm objects to this request to the extent it seeks confidential,
23 proprietary business information and/or trade secrets. Further, State Farm objects
24 to this request because its scope is broad enough to potentially implicate
25 information that is protected by the attorney/client or work product privileges.

26 State Farm further objects that this request constitutes impermissible
27 discovery-about-discovery insofar as Plaintiffs seeks information regarding State
28 Farm’s efforts to search for information responsive to Plaintiffs' discovery

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(949) 242-2441 - Facsimile (949) 242-2446

requests. Absent a colorable showing that it has improperly withheld documents, a court will not allow discovery into a party's retention and discovery efforts. State Farm's objections to the scope of Plaintiffs' discovery do not provide a basis for such an inquiry. State Farm further objects on the grounds that this request improperly implies that Plaintiffs are in a position to assess and determine the manner in which State Farm conducts discovery. This assertion is contrary to best practices and the requirements of the Federal Rules of Civil Procedure. Indeed, the Sedona Principles provide that "[r]esponding parties are best situated to evaluate the procedures, methodologies, and techniques appropriate for preserving and producing their own electronically stored information." The Sedona Principles, Third Edition: Best Practices, Recommendations and Principles for Addressing Electronic Document Production, 19 Sedona Conf. J. 1, 118 (2018). Plaintiffs have not established that such information is necessary to a fair adjudication of this case. As such, State Farm also objects to this request on the basis that it constitutes an improper fishing expedition.

State Farm further states that it will be producing in response to other discovery in this matter the relevant non-confidential and/or non-trade secret sections of the Operation Guide applicable and in effect during the relevant timeframe along with the Standard Claim Processes and Jurisdictional References applicable and in effect on the date of loss and additional materials representative of resources available during the relevant timeframe. State Farm will produce the relevant confidential and/or trade secret sections upon execution of the protective order. In addition, pursuant to a protective order, State Farm will produce training related to water losses that appear on the training transcript for Gerald Acosta and Jim Moratto for the period of March 3, 2022 to March 19, 2024.

REQUEST FOR PRODUCTION NO. 66:

DOCUMENTS containing any INDEX to guidelines and/or training referred to as "Water Plan."

Pacific Law Partners, LLP
15615 Alton Parkway, Suite 240
Irvine, CA 92618
(949) 242-2441 - Facsimile (949) 242-2446

RESPONSE TO REQUEST FOR PRODUCTION NO. 66:

State Farm objects to this request as it seeks information that is neither relevant nor proportional to the issues in this case. State Farm objects to the request as vague and ambiguous, specifically with respect to the use of the terms “DOCUMENTS containing any INDEX” and “referred to as ‘Water Plan’”. State Farm further objects to this request, as it is overly broad in scope (not limited to the type of insurance coverage involved in this lawsuit, not limited to a reasonable period of time, etc.) and is potentially unduly burdensome. State Farm objects to this request to the extent it seeks confidential, proprietary business information and/or trade secrets. Further, State Farm objects to this request because its scope is broad enough to potentially implicate information that is protected by the attorney/client or work product privileges.

State Farm further objects that this request constitutes impermissible discovery-about-discovery insofar as Plaintiffs seeks information regarding State Farm’s efforts to search for information responsive to Plaintiffs’ discovery requests. Absent a colorable showing that it has improperly withheld documents, a court will not allow discovery into a party’s retention and discovery efforts. State Farm’s objections to the scope of Plaintiffs’ discovery do not provide a basis for such an inquiry. State Farm further objects on the grounds that this request improperly implies that Plaintiffs are in a position to assess and determine the manner in which State Farm conducts discovery. This assertion is contrary to best practices and the requirements of the Federal Rules of Civil Procedure. Indeed, the Sedona Principles provide that “[r]esponding parties are best situated to evaluate the procedures, methodologies, and techniques appropriate for preserving and producing their own electronically stored information.” The Sedona Principles, Third Edition: Best Practices, Recommendations and Principles for Addressing Electronic Document Production, 19 Sedona Conf. J. 1, 118 (2018). Plaintiffs have not established that such information is necessary to a fair adjudication of this

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Irvine, CA 92618
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1 case. As such, State Farm also objects to this request on the basis that it constitutes
2 an improper fishing expedition.

3 State Farm further states that it will be producing in response to other
4 discovery in this matter the relevant non-confidential and/or non-trade secret
5 sections of the Operation Guide applicable and in effect during the relevant
6 timeframe along with the Standard Claim Processes and Jurisdictional References
7 applicable and in effect on the date of loss and additional materials representative
8 of resources available during the relevant timeframe. State Farm will produce the
9 relevant confidential and/or trade secret sections upon execution of the protective
10 order. In addition, pursuant to a protective order, State Farm will produce training
11 related to water losses that appear on the training transcript for Gerald Acosta and
12 Jim Moratto for the period of March 3, 2022 to March 19, 2024.

13 **REQUEST FOR PRODUCTION NO. 67:**

14 DOCUMENTS containing any INDEX to guidelines and/or training referred
15 to as “Water Forum.”

16 **RESPONSE TO REQUEST FOR PRODUCTION NO. 67:**

17 State Farm objects to this request as it seeks information that is neither
18 relevant nor proportional to the issues in this case. State Farm objects to the
19 request as vague and ambiguous, specifically with respect to the use of the terms
20 “DOCUMENTS containing any INDEX” and “referred to as ‘Water
21 Forum’”. State Farm further objects to this request, as it is overly broad in scope
22 (not limited to the type of insurance coverage involved in this lawsuit, not limited
23 to a reasonable period of time, etc.) and is potentially unduly burdensome. State
24 Farm objects to this request to the extent it seeks confidential, proprietary business
25 information and/or trade secrets. Further, State Farm objects to this request because
26 its scope is broad enough to potentially implicate information that is protected by
27 the attorney/client or work product privileges.

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Irvine, CA 92618
(949) 242-2441 - Facsimile (949) 242-2446

1 State Farm further objects that this request constitutes impermissible
2 discovery-about-discovery insofar as Plaintiffs seeks information regarding State
3 Farm's efforts to search for information responsive to Plaintiffs' discovery
4 requests. Absent a colorable showing that it has improperly withheld documents, a
5 court will not allow discovery into a party's retention and discovery efforts. State
6 Farm's objections to the scope of Plaintiffs' discovery do not provide a basis for
7 such an inquiry. State Farm further objects on the grounds that this request
8 improperly implies that Plaintiffs are in a position to assess and determine the
9 manner in which State Farm conducts discovery. This assertion is contrary to best
10 practices and the requirements of the Federal Rules of Civil Procedure. Indeed, the
11 Sedona Principles provide that "[r]esponding parties are best situated to evaluate
12 the procedures, methodologies, and techniques appropriate for preserving and
13 producing their own electronically stored information." The Sedona Principles,
14 Third Edition: Best Practices, Recommendations and Principles for Addressing
15 Electronic Document Production, 19 Sedona Conf. J. 1, 118 (2018). Plaintiffs
16 have not established that such information is necessary to a fair adjudication of this
17 case. As such, State Farm also objects to this request on the basis that it constitutes
18 an improper fishing expedition.

19 State Farm further states that it will be producing in response to other
20 discovery in this matter the relevant non-confidential and/or non-trade secret
21 sections of the Operation Guide applicable and in effect during the relevant
22 timeframe along with the Standard Claim Processes and Jurisdictional References
23 applicable and in effect on the date of loss and additional materials representative
24 of resources available during the relevant timeframe. State Farm will produce the
25 relevant confidential and/or trade secret sections upon execution of the protective
26 order. In addition, pursuant to a protective order, State Farm will produce training
27 related to water losses that appear on the training transcript for Gerald Acosta and
28 Jim Moratto for the period of March 3, 2022 to March 19, 2024.

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Irvine, CA 92618
(949) 242-2441 - Facsimile (949) 242-2446

REQUEST FOR PRODUCTION NO. 68:

DOCUMENTS containing any INDEX to guidelines and/or training referred to as “Water Initiative.”

RESPONSE TO REQUEST FOR PRODUCTION NO. 68:

State Farm objects to this request as it seeks information that is neither relevant nor proportional to the issues in this case. State Farm objects to the request as vague and ambiguous, specifically with respect to the use of the terms “DOCUMENTS containing any INDEX” and “referred to as ‘Water Initiative’”. State Farm further objects to this request, as it is overly broad in scope (not limited to the type of insurance coverage involved in this lawsuit, not limited to a reasonable period of time, etc.) and is potentially unduly burdensome. State Farm objects to this request to the extent it seeks confidential, proprietary business information and/or trade secrets. Further, State Farm objects to this request because its scope is broad enough to potentially implicate information that is protected by the attorney/client or work product privileges.

State Farm further objects that this request constitutes impermissible discovery-about-discovery insofar as Plaintiffs seeks information regarding State Farm’s efforts to search for information responsive to Plaintiffs’ discovery requests. Absent a colorable showing that it has improperly withheld documents, a court will not allow discovery into a party’s retention and discovery efforts. State Farm’s objections to the scope of Plaintiffs’ discovery do not provide a basis for such an inquiry. State Farm further objects on the grounds that this request improperly implies that Plaintiffs are in a position to assess and determine the manner in which State Farm conducts discovery. This assertion is contrary to best practices and the requirements of the Federal Rules of Civil Procedure. Indeed, the Sedona Principles provide that “[r]esponding parties are best situated to evaluate the procedures, methodologies, and techniques appropriate for preserving and producing their own electronically stored information.” The Sedona Principles,

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15615 Alton Parkway, Suite 240
Irvine, CA 92618
(949) 242-2441 - Facsimile (949) 242-2446

1 Third Edition: Best Practices, Recommendations and Principles for Addressing
2 Electronic Document Production, 19 Sedona Conf. J. 1, 118 (2018). Plaintiffs
3 have not established that such information is necessary to a fair adjudication of this
4 case. As such, State Farm also objects to this request on the basis that it constitutes
5 an improper fishing expedition.

6 State Farm further states that it will be producing in response to other
7 discovery in this matter the relevant non-confidential and/or non-trade secret
8 sections of the Operation Guide applicable and in effect during the relevant
9 timeframe along with the Standard Claim Processes and Jurisdictional References
10 applicable and in effect on the date of loss and additional materials representative
11 of resources available during the relevant timeframe. State Farm will produce the
12 relevant confidential and/or trade secret sections upon execution of the protective
13 order. In addition, pursuant to a protective order, State Farm will produce training
14 related to water losses that appear on the training transcript for Gerald Acosta and
15 Jim Moratto for the period of March 3, 2022 to March 19, 2024.

16 **REQUEST FOR PRODUCTION NO. 69:**

17 DOCUMENTS containing any INDEX to guidelines and/or training referred
18 to as “Huddle”, including but not limited to any “Team Manager Huddle” or
19 “Team Manager Huddle Messages”.

20 **RESPONSE TO REQUEST FOR PRODUCTION NO. 69:**

21 State Farm objects to this request as it seeks information that is neither
22 relevant nor proportional to the issues in this case. State Farm objects to the
23 request as vague and ambiguous, specifically with respect to the use of the terms
24 “DOCUMENTS containing any INDEX” and “referred to as ‘Huddle’”, including
25 but not limited to any “Team Manager Huddle” or “Team Manager Huddle
26 Messages”. State Farm further objects to this request, as it is overly broad in scope
27 (not limited to the type of insurance coverage involved in this lawsuit, not limited
28 to a reasonable period of time, etc.) and is potentially unduly burdensome. State

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1 Farm objects to this request to the extent it seeks confidential, proprietary business
2 information and/or trade secrets. Further, State Farm objects to this request because
3 its scope is broad enough to potentially implicate information that is protected by
4 the attorney/client or work product privileges.

5 State Farm further objects that this request constitutes impermissible
6 discovery-about-discovery insofar as Plaintiffs seeks information regarding State
7 Farm's efforts to search for information responsive to Plaintiffs' discovery
8 requests. Absent a colorable showing that it has improperly withheld documents, a
9 court will not allow discovery into a party's retention and discovery efforts. State
10 Farm's objections to the scope of Plaintiffs' discovery do not provide a basis for
11 such an inquiry. State Farm further objects on the grounds that this request
12 improperly implies that Plaintiffs are in a position to assess and determine the
13 manner in which State Farm conducts discovery. This assertion is contrary to best
14 practices and the requirements of the Federal Rules of Civil Procedure. Indeed, the
15 Sedona Principles provide that "[r]esponding parties are best situated to evaluate
16 the procedures, methodologies, and techniques appropriate for preserving and
17 producing their own electronically stored information." The Sedona Principles,
18 Third Edition: Best Practices, Recommendations and Principles for Addressing
19 Electronic Document Production, 19 Sedona Conf. J. 1, 118 (2018). Plaintiffs
20 have not established that such information is necessary to a fair adjudication of this
21 case. As such, State Farm also objects to this request on the basis that it constitutes
22 an improper fishing expedition.

23 State Farm further states that it will be producing in response to other
24 discovery in this matter the relevant non-confidential and/or non-trade secret
25 sections of the Operation Guide applicable and in effect during the relevant
26 timeframe along with the Standard Claim Processes and Jurisdictional References
27 applicable and in effect on the date of loss and additional materials representative
28 of resources available during the relevant timeframe. State Farm will produce the

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relevant confidential and/or trade secret sections upon execution of the protective order. In addition, pursuant to a protective order, State Farm will produce training related to water losses that appear on the training transcript for Gerald Acosta and Jim Moratto for the period of March 3, 2022 to March 19, 2024.

REQUEST FOR PRODUCTION NO. 70:

DOCUMENTS containing any INDEX to guidelines and/or training referred to as “Estimatics”.

RESPONSE TO REQUEST FOR PRODUCTION NO. 70:

State Farm objects to this request as it seeks information that is neither relevant nor proportional to the issues in this case. State Farm objects to the request as vague and ambiguous, specifically with respect to the use of the terms “DOCUMENTS containing any INDEX” and “referred to as ‘Estimatics’”. State Farm further objects to this request, as it is overly broad in scope (not limited to the type of insurance coverage involved in this lawsuit, not limited to a reasonable period of time, etc.) and is potentially unduly burdensome. State Farm objects to this request to the extent it seeks confidential, proprietary business information and/or trade secrets. Further, State Farm objects to this request because its scope is broad enough to potentially implicate information that is protected by the attorney/client or work product privileges.

State Farm further objects that this request constitutes impermissible discovery-about-discovery insofar as Plaintiffs seeks information regarding State Farm’s efforts to search for information responsive to Plaintiffs’ discovery requests. Absent a colorable showing that it has improperly withheld documents, a court will not allow discovery into a party’s retention and discovery efforts. State Farm’s objections to the scope of Plaintiffs’ discovery do not provide a basis for such an inquiry. State Farm further objects on the grounds that this request improperly implies that Plaintiffs are in a position to assess and determine the manner in which State Farm conducts discovery. This assertion is contrary to best

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15615 Alton Parkway, Suite 240
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1 practices and the requirements of the Federal Rules of Civil Procedure. Indeed, the
2 Sedona Principles provide that "[r]esponding parties are best situated to evaluate
3 the procedures, methodologies, and techniques appropriate for preserving and
4 producing their own electronically stored information." The Sedona Principles,
5 Third Edition: Best Practices, Recommendations and Principles for Addressing
6 Electronic Document Production, 19 Sedona Conf. J. 1, 118 (2018). Plaintiffs
7 have not established that such information is necessary to a fair adjudication of this
8 case. As such, State Farm also objects to this request on the basis that it constitutes
9 an improper fishing expedition.

10 State Farm further states that it will be producing in response to other
11 discovery in this matter the relevant non-confidential and/or non-trade secret
12 sections of the Operation Guide applicable and in effect during the relevant
13 timeframe along with the Standard Claim Processes and Jurisdictional References
14 applicable and in effect on the date of loss and additional materials representative
15 of resources available during the relevant timeframe. State Farm will produce the
16 relevant confidential and/or trade secret sections upon execution of the protective
17 order. In addition, pursuant to a protective order, State Farm will produce training
18 related to water losses that appear on the training transcript for Gerald Acosta and
19 Jim Moratto for the period of March 3, 2022 to March 19, 2024

20 **REQUEST FOR PRODUCTION NO. 71:**

21 DOCUMENTS containing any INDEX to guidelines and/or training
22 referred to as "Mini Session" including but not limited to any "Coverage Mini
23 Session(s)".

24 **RESPONSE TO REQUEST FOR PRODUCTION NO. 71:**

25 State Farm objects to this request as it seeks information that is neither
26 relevant nor proportional to the issues in this case. State Farm objects to the
27 request as vague and ambiguous, specifically with respect to the use of the terms
28 "DOCUMENTS containing any INDEX" and "referred to as 'Coverage Mini

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Sessions’’. State Farm further objects to this request, as it is overly broad in scope (not limited to the type of insurance coverage involved in this lawsuit, not limited to a reasonable period of time, etc.) and is potentially unduly burdensome. State Farm objects to this request to the extent it seeks confidential, proprietary business information and/or trade secrets. Further, State Farm objects to this request because its scope is broad enough to potentially implicate information that is protected by the attorney/client or work product privileges.

State Farm further objects that this request constitutes impermissible discovery-about-discovery insofar as Plaintiffs seeks information regarding State Farm’s efforts to search for information responsive to Plaintiffs’ discovery requests. Absent a colorable showing that it has improperly withheld documents, a court will not allow discovery into a party’s retention and discovery efforts. State Farm’s objections to the scope of Plaintiffs’ discovery do not provide a basis for such an inquiry. State Farm further objects on the grounds that this request improperly implies that Plaintiffs are in a position to assess and determine the manner in which State Farm conducts discovery. This assertion is contrary to best practices and the requirements of the Federal Rules of Civil Procedure. Indeed, the Sedona Principles provide that “[r]esponding parties are best situated to evaluate the procedures, methodologies, and techniques appropriate for preserving and producing their own electronically stored information.” The Sedona Principles, Third Edition: Best Practices, Recommendations and Principles for Addressing Electronic Document Production, 19 Sedona Conf. J. 1, 118 (2018). Plaintiffs have not established that such information is necessary to a fair adjudication of this case. As such, State Farm also objects to this request on the basis that it constitutes an improper fishing expedition.

State Farm further states that it will be producing in response to other discovery in this matter the relevant non-confidential and/or non-trade secret sections of the Operation Guide applicable and in effect during the relevant timeframe along with

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1 the Standard Claim Processes and Jurisdictional References applicable and in
2 effect on the date of loss and additional materials representative of resources
3 available during the relevant timeframe. State Farm will produce the relevant
4 confidential and/or trade secret sections upon execution of the protective order. In
5 addition, pursuant to a protective order, State Farm will produce training related to
6 water losses that appear on the training transcript for Gerald Acosta and Jim
7 Moratto for the period of March 3, 2022 to March 19, 2024

8 **REQUEST FOR PRODUCTION NO. 72:**

9 DOCUMENTS containing any INDEX to guidelines and/or training referred
10 to as “Support Guide”.

11 **RESPONSE TO REQUEST FOR PRODUCTION NO. 72:**

12 State Farm objects to this request as it seeks information that is neither
13 relevant nor proportional to the issues in this case. State Farm objects to the
14 request as vague and ambiguous, specifically with respect to the use of the terms
15 “DOCUMENTS containing any INDEX” and “referred to as ‘Support
16 Guide’”. State Farm further objects to this request, as it is overly broad in scope
17 (not limited to the type of insurance coverage involved in this lawsuit, not limited
18 to a reasonable period of time, etc.) and is potentially unduly burdensome. State
19 Farm objects to this request to the extent it seeks confidential, proprietary business
20 information and/or trade secrets. Further, State Farm objects to this request because
21 its scope is broad enough to potentially implicate information that is protected by
22 the attorney/client or work product privileges.

23 State Farm further objects that this request constitutes impermissible
24 discovery-about-discovery insofar as Plaintiffs seeks information regarding State
25 Farm’s efforts to search for information responsive to Plaintiffs’ discovery
26 requests. Absent a colorable showing that it has improperly withheld documents, a
27 court will not allow discovery into a party’s retention and discovery efforts. State
28 Farm’s objections to the scope of Plaintiffs’ discovery do not provide a basis for

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1 such an inquiry. State Farm further objects on the grounds that this request
2 improperly implies that Plaintiffs are in a position to assess and determine the
3 manner in which State Farm conducts discovery. This assertion is contrary to best
4 practices and the requirements of the Federal Rules of Civil Procedure. Indeed, the
5 Sedona Principles provide that "[r]esponding parties are best situated to evaluate
6 the procedures, methodologies, and techniques appropriate for preserving and
7 producing their own electronically stored information." The Sedona Principles,
8 Third Edition: Best Practices, Recommendations and Principles for Addressing
9 Electronic Document Production, 19 Sedona Conf. J. 1, 118 (2018). Plaintiffs
10 have not established that such information is necessary to a fair adjudication of this
11 case. As such, State Farm also objects to this request on the basis that it constitutes
12 an improper fishing expedition.

13 State Farm further states that it will be producing in response to other
14 discovery in this matter the relevant non-confidential and/or non-trade secret
15 sections of the Operation Guide applicable and in effect during the relevant
16 timeframe along with the Standard Claim Processes and Jurisdictional References
17 applicable and in effect on the date of loss and additional materials representative
18 of resources available during the relevant timeframe. State Farm will produce the
19 relevant confidential and/or trade secret sections upon execution of the protective
20 order. In addition, pursuant to a protective order, State Farm will produce training
21 related to water losses that appear on the training transcript for Gerald Acosta and
22 Jim Moratto for the period of March 3, 2022 to March 19, 2024.

23 **REQUEST FOR PRODUCTION NO. 73:**

24 DOCUMENTS containing any INDEX to guidelines and/or training referred
25 to as "Xperience".

26 **RESPONSE TO REQUEST FOR PRODUCTION NO. 73:**

27 State Farm objects to this request as it seeks information that is neither
28 relevant nor proportional to the issues in this case. State Farm objects to the

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1 request as vague and ambiguous, specifically with respect to the use of the terms
2 “DOCUMENTS containing any INDEX” and “referred to as ‘Xperience’”. State
3 Farm further objects to this request, as it is overly broad in scope (not limited to the
4 type of insurance coverage involved in this lawsuit, not limited to a reasonable
5 period of time, etc.) and is potentially unduly burdensome. State Farm objects to
6 this request to the extent it seeks confidential, proprietary business information
7 and/or trade secrets. Further, State Farm objects to this request because its scope is
8 broad enough to potentially implicate information that is protected by the
9 attorney/client or work product privileges.

10 State Farm further objects that this request constitutes impermissible
11 discovery-about-discovery insofar as Plaintiffs seeks information regarding State
12 Farm’s efforts to search for information responsive to Plaintiffs’ discovery
13 requests. Absent a colorable showing that it has improperly withheld documents, a
14 court will not allow discovery into a party’s retention and discovery efforts. State
15 Farm’s objections to the scope of Plaintiffs’ discovery do not provide a basis for
16 such an inquiry. State Farm further objects on the grounds that this request
17 improperly implies that Plaintiffs are in a position to assess and determine the
18 manner in which State Farm conducts discovery. This assertion is contrary to best
19 practices and the requirements of the Federal Rules of Civil Procedure. Indeed, the
20 Sedona Principles provide that “[r]esponding parties are best situated to evaluate
21 the procedures, methodologies, and techniques appropriate for preserving and
22 producing their own electronically stored information.” The Sedona Principles,
23 Third Edition: Best Practices, Recommendations and Principles for Addressing
24 Electronic Document Production, 19 Sedona Conf. J. 1, 118 (2018). Plaintiffs
25 have not established that such information is necessary to a fair adjudication of this
26 case. As such, State Farm also objects to this request on the basis that it constitutes
27 an improper fishing expedition.

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1 State Farm further states that it will be producing in response to other
2 discovery in this matter the relevant non-confidential and/or non-trade secret
3 sections of the Operation Guide applicable and in effect during the relevant
4 timeframe along with the Standard Claim Processes and Jurisdictional References
5 applicable and in effect on the date of loss and additional materials representative
6 of resources available during the relevant timeframe. State Farm will produce the
7 relevant confidential and/or trade secret sections upon execution of the protective
8 order. In addition, pursuant to a protective order, State Farm will produce training
9 related to water losses that appear on the training transcript for Gerald Acosta and
10 Jim Moratto for the period of March 3, 2022 to March 19, 2024

11 **REQUEST FOR PRODUCTION NO. 74:**

12 DOCUMENTS containing any INDEX to guidelines and/or training referred
13 to as “Reference Guide”.

14 **RESPONSE TO REQUEST FOR PRODUCTION NO. 74:**

15 State Farm objects to this request as it seeks information that is neither
16 relevant nor proportional to the issues in this case. State Farm objects to the
17 request as vague and ambiguous, specifically with respect to the use of the terms
18 “DOCUMENTS containing any INDEX” and “referred to as ‘Reference
19 Guide’”. State Farm further objects to this request, as it is overly broad in scope
20 (not limited to the type of insurance coverage involved in this lawsuit, not limited
21 to a reasonable period of time, etc.) and is potentially unduly burdensome. State
22 Farm objects to this request to the extent it seeks confidential, proprietary business
23 information and/or trade secrets. Further, State Farm objects to this request because
24 its scope is broad enough to potentially implicate information that is protected by
25 the attorney/client or work product privileges.

26 State Farm further objects that this request constitutes impermissible
27 discovery-about-discovery insofar as Plaintiffs seeks information regarding State
28 Farm’s efforts to search for information responsive to Plaintiffs’ discovery

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Irvine, CA 92618
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requests. Absent a colorable showing that it has improperly withheld documents, a court will not allow discovery into a party's retention and discovery efforts. State Farm's objections to the scope of Plaintiffs' discovery do not provide a basis for such an inquiry. State Farm further objects on the grounds that this request improperly implies that Plaintiffs are in a position to assess and determine the manner in which State Farm conducts discovery. This assertion is contrary to best practices and the requirements of the Federal Rules of Civil Procedure. Indeed, the Sedona Principles provide that "[r]esponding parties are best situated to evaluate the procedures, methodologies, and techniques appropriate for preserving and producing their own electronically stored information." The Sedona Principles, Third Edition: Best Practices, Recommendations and Principles for Addressing Electronic Document Production, 19 Sedona Conf. J. 1, 118 (2018). Plaintiffs have not established that such information is necessary to a fair adjudication of this case. As such, State Farm also objects to this request on the basis that it constitutes an improper fishing expedition.

State Farm further states that it will be producing in response to other discovery in this matter the relevant non-confidential and/or non-trade secret sections of the Operation Guide applicable and in effect during the relevant timeframe along with the Standard Claim Processes and Jurisdictional References applicable and in effect on the date of loss and additional materials representative of resources available during the relevant timeframe. State Farm will produce the relevant confidential and/or trade secret sections upon execution of the protective order. In addition, pursuant to a protective order, State Farm will produce training related to water losses that appear on the training transcript for Gerald Acosta and Jim Moratto for the period of March 3, 2022 to March 19, 2024

REQUEST FOR PRODUCTION NO. 75:

DOCUMENTS containing any INDEX to guidelines and/or training referred to as "Jurisdictional Resource".

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RESPONSE TO REQUEST FOR PRODUCTION NO. 75:

State Farm objects to this request as it seeks information that is neither relevant nor proportional to the issues in this case. State Farm objects to the request as vague and ambiguous, specifically with respect to the use of the terms “DOCUMENTS containing any INDEX” and “referred to as ‘Jurisdictional Resource’”. State Farm further objects to this request, as it is overly broad in scope (not limited to the type of insurance coverage involved in this lawsuit, not limited to a reasonable period of time, etc.) and is potentially unduly burdensome. State Farm objects to this request to the extent it seeks confidential, proprietary business information and/or trade secrets. Further, State Farm objects to this request because its scope is broad enough to potentially implicate information that is protected by the attorney/client or work product privileges.

State Farm further objects that this request constitutes impermissible discovery-about-discovery insofar as Plaintiffs seeks information regarding State Farm’s efforts to search for information responsive to Plaintiffs’ discovery requests. Absent a colorable showing that it has improperly withheld documents, a court will not allow discovery into a party’s retention and discovery efforts. State Farm’s objections to the scope of Plaintiffs’ discovery do not provide a basis for such an inquiry. State Farm further objects on the grounds that this request improperly implies that Plaintiffs are in a position to assess and determine the manner in which State Farm conducts discovery. This assertion is contrary to best practices and the requirements of the Federal Rules of Civil Procedure. Indeed, the Sedona Principles provide that “[r]esponding parties are best situated to evaluate the procedures, methodologies, and techniques appropriate for preserving and producing their own electronically stored information.” The Sedona Principles, Third Edition: Best Practices, Recommendations and Principles for Addressing Electronic Document Production, 19 Sedona Conf. J. 1, 118 (2018). Plaintiffs have not established that such information is necessary to a fair adjudication of this

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1 case. As such, State Farm also objects to this request on the basis that it constitutes
2 an improper fishing expedition.

3 State Farm further states that it will be producing in response to other
4 discovery in this matter the relevant non-confidential and/or non-trade secret
5 sections of the Operation Guide applicable and in effect during the relevant
6 timeframe along with the Standard Claim Processes and Jurisdictional References
7 applicable and in effect on the date of loss and additional materials representative
8 of resources available during the relevant timeframe. State Farm will produce the
9 relevant confidential and/or trade secret sections upon execution of the protective
10 order. In addition, pursuant to a protective order, State Farm will produce training
11 related to water losses that appear on the training transcript for Gerald Acosta and
12 Jim Moratto for the period of March 3, 2022 to March 19, 2024

13 **REQUEST FOR PRODUCTION NO. 76:**

14 DOCUMENTS containing YOUR “Auto/Fire Claims Training Catalogue.”

15 **RESPONSE TO REQUEST FOR PRODUCTION NO. 76:**

16 State Farm objects to this request as it seeks information that is neither
17 relevant nor proportional to the issues in this case. State Farm objects to the
18 request as vague and ambiguous, specifically with respect to the use of the terms
19 “DOCUMENTS containing YOUR ‘Auto/Fire Claims Training Catalogue’”. State
20 Farm further objects to this request, as it is overly broad in scope (not limited to the
21 type of insurance coverage involved in this lawsuit, not limited to a reasonable
22 period of time, etc.) and is potentially unduly burdensome. State Farm objects to
23 this request to the extent it seeks confidential, proprietary business information
24 and/or trade secrets. Further, State Farm objects to this request because its scope is
25 broad enough to potentially implicate information that is protected by the
26 attorney/client or work product privileges.

27 State Farm further objects that this request constitutes impermissible
28 discovery-about-discovery insofar as Plaintiffs seeks information regarding State

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Farm's efforts to search for information responsive to Plaintiffs' discovery requests. Absent a colorable showing that it has improperly withheld documents, a court will not allow discovery into a party's retention and discovery efforts. State Farm's objections to the scope of Plaintiffs' discovery do not provide a basis for such an inquiry. State Farm further objects on the grounds that this request improperly implies that Plaintiffs are in a position to assess and determine the manner in which State Farm conducts discovery. This assertion is contrary to best practices and the requirements of the Federal Rules of Civil Procedure. Indeed, the Sedona Principles provide that "[r]esponding parties are best situated to evaluate the procedures, methodologies, and techniques appropriate for preserving and producing their own electronically stored information." The Sedona Principles, Third Edition: Best Practices, Recommendations and Principles for Addressing Electronic Document Production, 19 Sedona Conf. J. 1, 118 (2018). Plaintiffs have not established that such information is necessary to a fair adjudication of this case. As such, State Farm also objects to this request on the basis that it constitutes an improper fishing expedition.

State Farm further states that it will be producing in response to other discovery in this matter the relevant non-confidential and/or non-trade secret sections of the Operation Guide applicable and in effect during the relevant timeframe along with the Standard Claim Processes and Jurisdictional References applicable and in effect on the date of loss and additional materials representative of resources available during the relevant timeframe. State Farm will produce the relevant confidential and/or trade secret sections upon execution of the protective order. In addition, pursuant to a protective order, State Farm will produce training related to water losses that appear on the training transcript for Gerald Acosta and Jim Moratto for the period of March 3, 2022 to March 19, 2024

REQUEST FOR PRODUCTION NO. 77:

DOCUMENTS containing YOUR "Homeowners HW-2100 Resources."

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RESPONSE TO REQUEST FOR PRODUCTION NO. 77:

State Farm objects to this request as it seeks information that is neither relevant nor proportional to the issues in this case. State Farm objects to the request as vague and ambiguous, specifically with respect to the use of the terms “DOCUMENTS containing” and “YOUR ‘Homeowners HW-2100 Resources’”. State Farm further objects to this request, as it is overly broad in scope (not limited to the type of insurance coverage involved in this lawsuit, not limited to a reasonable period of time, etc.) and is potentially unduly burdensome. State Farm objects to this request to the extent it seeks confidential, proprietary business information and/or trade secrets. Further, State Farm objects to this request because its scope is broad enough to potentially implicate information that is protected by the attorney/client or work product privileges.

State Farm further objects that this request constitutes impermissible discovery-about-discovery insofar as Plaintiffs seeks information regarding State Farm’s efforts to search for information responsive to Plaintiffs’ discovery requests. Absent a colorable showing that it has improperly withheld documents, a court will not allow discovery into a party’s retention and discovery efforts. State Farm’s objections to the scope of Plaintiffs’ discovery do not provide a basis for such an inquiry. State Farm further objects on the grounds that this request improperly implies that Plaintiffs are in a position to assess and determine the manner in which State Farm conducts discovery. This assertion is contrary to best practices and the requirements of the Federal Rules of Civil Procedure. Indeed, the Sedona Principles provide that “[r]esponding parties are best situated to evaluate the procedures, methodologies, and techniques appropriate for preserving and producing their own electronically stored information.” The Sedona Principles, Third Edition: Best Practices, Recommendations and Principles for Addressing Electronic Document Production, 19 Sedona Conf. J. 1, 118 (2018). Plaintiffs have not established that such information is necessary to a fair adjudication of this

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Irvine, CA 92618
(949) 242-2441 - Facsimile (949) 242-2446

1 case. As such, State Farm also objects to this request on the basis that it constitutes
2 an improper fishing expedition.

3 State Farm further states that it will be producing in response to other
4 discovery in this matter the relevant non-confidential and/or non-trade secret
5 sections of the Operation Guide applicable and in effect during the relevant
6 timeframe along with the Standard Claim Processes and Jurisdictional References
7 applicable and in effect on the date of loss and additional materials representative
8 of resources available during the relevant timeframe. State Farm will produce the
9 relevant confidential and/or trade secret sections upon execution of the protective
10 order. In addition, pursuant to a protective order, State Farm will produce training
11 related to water losses that appear on the training transcript for Gerald Acosta and
12 Jim Moratto for the period of March 3, 2022 to March 19, 2024

13 **REQUEST FOR PRODUCTION NO. 78:**

14 DOCUMENTS containing any INDEX to guidelines and/or training within
15 State Farm's intranet platform of "SFNET".

16 **RESPONSE TO REQUEST FOR PRODUCTION NO. 78:**

17 State Farm objects to this request as it seeks information that is neither
18 relevant nor proportional to the issues in this case. State Farm objects to the
19 request as vague and ambiguous, specifically with respect to the use of the terms
20 "DOCUMENTS containing any INDEX" and "within State Farm's intranet
21 platform or 'SFNET'". State Farm further objects to this request, as it is overly
22 broad in scope (not limited to the type of insurance coverage involved in this
23 lawsuit, not limited to a reasonable period of time, etc.) and is potentially unduly
24 burdensome. State Farm objects to this request to the extent it seeks confidential,
25 proprietary business information and/or trade secrets. Further, State Farm objects
26 to this request because its scope is broad enough to potentially implicate
27 information that is protected by the attorney/client or work product privileges.
28

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Irvine, CA 92618
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1 State Farm further objects that this request constitutes impermissible
2 discovery-about-discovery insofar as Plaintiffs seeks information regarding State
3 Farm's efforts to search for information responsive to Plaintiffs' discovery
4 requests. Absent a colorable showing that it has improperly withheld documents, a
5 court will not allow discovery into a party's retention and discovery efforts. State
6 Farm's objections to the scope of Plaintiffs' discovery do not provide a basis for
7 such an inquiry. State Farm further objects on the grounds that this request
8 improperly implies that Plaintiffs are in a position to assess and determine the
9 manner in which State Farm conducts discovery. This assertion is contrary to best
10 practices and the requirements of the Federal Rules of Civil Procedure. Indeed, the
11 Sedona Principles provide that "[r]esponding parties are best situated to evaluate
12 the procedures, methodologies, and techniques appropriate for preserving and
13 producing their own electronically stored information." The Sedona Principles,
14 Third Edition: Best Practices, Recommendations and Principles for Addressing
15 Electronic Document Production, 19 Sedona Conf. J. 1, 118 (2018). Plaintiffs
16 have not established that such information is necessary to a fair adjudication of this
17 case. As such, State Farm also objects to this request on the basis that it constitutes
18 an improper fishing expedition.

19 State Farm further states that it will be producing in response to other
20 discovery in this matter the relevant non-confidential and/or non-trade secret
21 sections of the Operation Guide applicable and in effect during the relevant
22 timeframe along with the Standard Claim Processes and Jurisdictional References
23 applicable and in effect on the date of loss and additional materials representative
24 of resources available during the relevant timeframe. State Farm will produce the
25 relevant confidential and/or trade secret sections upon execution of the protective
26 order. In addition, pursuant to a protective order, State Farm will produce training
27 related to water losses that appear on the training transcript for Gerald Acosta and
28 Jim Moratto for the period of March 3, 2022 to March 19, 2024.

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REQUEST FOR PRODUCTION NO. 79:

DOCUMENTS containing any INDEX to guidelines and/or training within State Farm's Electronic Claim System or "ECS".

RESPONSE TO REQUEST FOR PRODUCTION NO. 79:

State Farm objects to this request as it seeks information that is neither relevant nor proportional to the issues in this case. State Farm objects to the request as vague and ambiguous, specifically with respect to the use of the terms "DOCUMENTS containing any INDEX" and "within State Farm's intranet platform or 'ECS'". State Farm further objects to this request, as it is overly broad in scope (not limited to the type of insurance coverage involved in this lawsuit, not limited to a reasonable period of time, etc.) and is potentially unduly burdensome. State Farm objects to this request to the extent it seeks confidential, proprietary business information and/or trade secrets. Further, State Farm objects to this request because its scope is broad enough to potentially implicate information that is protected by the attorney/client or work product privileges.

State Farm further objects that this request constitutes impermissible discovery-about-discovery insofar as Plaintiffs seeks information regarding State Farm's efforts to search for information responsive to Plaintiffs' discovery requests. Absent a colorable showing that it has improperly withheld documents, a court will not allow discovery into a party's retention and discovery efforts. State Farm's objections to the scope of Plaintiffs' discovery do not provide a basis for such an inquiry. State Farm further objects on the grounds that this request improperly implies that Plaintiffs are in a position to assess and determine the manner in which State Farm conducts discovery. This assertion is contrary to best practices and the requirements of the Federal Rules of Civil Procedure. Indeed, the Sedona Principles provide that "[r]esponding parties are best situated to evaluate the procedures, methodologies, and techniques appropriate for preserving and producing their own electronically stored information." The Sedona Principles,

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15615 Alton Parkway, Suite 240
Irvine, CA 92618
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1 Third Edition: Best Practices, Recommendations and Principles for Addressing
2 Electronic Document Production, 19 Sedona Conf. J. 1, 118 (2018). Plaintiffs
3 have not established that such information is necessary to a fair adjudication of this
4 case. As such, State Farm also objects to this request on the basis that it constitutes
5 an improper fishing expedition.

6 State Farm further states that it will be producing in response to other
7 discovery in this matter the relevant non-confidential and/or non-trade secret
8 sections of the Operation Guide applicable and in effect during the relevant
9 timeframe along with the Standard Claim Processes and Jurisdictional References
10 applicable and in effect on the date of loss and additional materials representative
11 of resources available during the relevant timeframe. State Farm will produce the
12 relevant confidential and/or trade secret sections upon execution of the protective
13 order. In addition, pursuant to a protective order, State Farm will produce training
14 related to water losses that appear on the training transcript for Gerald Acosta and
15 Jim Moratto for the period of March 3, 2022 to March 19, 2024.

16 **REQUEST FOR PRODUCTION NO. 80:**

17 Inspection of State Farm's intranet or SFNET for the purpose of discovering
18 its structure and all training and guidelines resources available to the claims
19 adjusters and managers involved in INVESTIGATING or ADJUSTING
20 PLAINTIFFS' CLAIM.

21 **RESPONSE TO REQUEST FOR PRODUCTION NO. 80:**

22 State Farm objects to this request as it seeks information that is neither
23 relevant nor proportional to the issues in this case. State Farm objects to the
24 request as vague and ambiguous, specifically with respect to the use of the terms
25 "Inspection", "discovering its structure", and "involved". State Farm further
26 objects to this request, as it is overly broad in scope (not limited to the type of
27 insurance coverage involved in this lawsuit, not limited to a reasonable period of
28 time, etc.) and is potentially unduly burdensome. State Farm objects to this request

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1 to the extent it seeks confidential, proprietary business information and/or trade
2 secrets. State Farm further objects on the ground that this request seeks direct
3 access to State Farm's electronic storage media. There is no "routine right of direct
4 access to a party's electronic information system[s]" and there has been no showing
5 in this case sufficient to overcome this presumption. Fed. R. Civ. P. 34 (Advisory
6 Committee Notes). Further, State Farm objects to this request because its scope is
7 broad enough to potentially implicate information that is protected by the
8 attorney/client or work product privileges.

9 State Farm further objects that this request constitutes impermissible
10 discovery-about-discovery insofar as Plaintiffs seeks information regarding State
11 Farm's efforts to search for information responsive to Plaintiffs' discovery
12 requests. Absent a colorable showing that it has improperly withheld documents, a
13 court will not allow discovery into a party's retention and discovery efforts. State
14 Farm's objections to the scope of Plaintiffs' discovery do not provide a basis for
15 such an inquiry. State Farm further objects on the grounds that this request
16 improperly implies that Plaintiffs are in a position to assess and determine the
17 manner in which State Farm conducts discovery. This assertion is contrary to best
18 practices and the requirements of the Federal Rules of Civil Procedure. Indeed, the
19 Sedona Principles provide that "[r]esponding parties are best situated to evaluate
20 the procedures, methodologies, and techniques appropriate for preserving and
21 producing their own electronically stored information." The Sedona Principles,
22 Third Edition: Best Practices, Recommendations and Principles for Addressing
23 Electronic Document Production, 19 Sedona Conf. J. 1, 118 (2018). Plaintiffs
24 have not established that such information is necessary to a fair adjudication of this
25 case. As such, State Farm also objects to this request on the basis that it constitutes
26 an improper fishing expedition.

27 State Farm further states that it will be producing in response to other
28 discovery in this matter the relevant non-confidential and/or non-trade secret

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sections of the Operation Guide applicable and in effect during the relevant timeframe along with the Standard Claim Processes and Jurisdictional References applicable and in effect on the date of loss and additional materials representative of resources available during the relevant timeframe. State Farm will produce the relevant confidential and/or trade secret sections upon execution of the protective order. In addition, pursuant to a protective order, State Farm will produce training related to water losses that appear on the training transcript for Gerald Acosta and Jim Moratto for the period of March 3, 2022 to March 19, 2024.

REQUEST FOR PRODUCTION NO. 81:

Inspection of State Farm's Electronic Claim System or ECS for the purpose of discovering its structure and all training and guidelines resources available to the claims adjusters and managers involved in INVESTIGATING or ADJUSTING PLAINTIFFS' CLAIM.

RESPONSE TO REQUEST FOR PRODUCTION NO. 81:

State Farm objects to this request as it seeks information that is neither relevant nor proportional to the issues in this case. State Farm objects to the request as vague and ambiguous, specifically with respect to the use of the terms "Inspection", "discovering its structure", and "involved". State Farm further objects to this request, as it is overly broad in scope (not limited to the type of insurance coverage involved in this lawsuit, not limited to a reasonable period of time, etc.) and is potentially unduly burdensome. State Farm objects to this request to the extent it seeks confidential, proprietary business information and/or trade secrets. State Farm further objects on the ground that this request seeks direct access to State Farm's electronic storage media. There is no "routine right of direct access to a party's electronic information system[s]" and there has been no showing in this case sufficient to overcome this presumption. Fed. R. Civ. P. 34 (Advisory Committee Notes). Further, State Farm objects to this request because its scope is broad enough to potentially implicate information that is protected by the

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15615 Alton Parkway, Suite 240
Irvine, CA 92618
(949) 242-2441 - Facsimile (949) 242-2446

attorney/client or work product privileges.

State Farm further objects that this request constitutes impermissible discovery-about-discovery insofar as Plaintiffs seeks information regarding State Farm's efforts to search for information responsive to Plaintiffs' discovery requests. Absent a colorable showing that it has improperly withheld documents, a court will not allow discovery into a party's retention and discovery efforts. State Farm's objections to the scope of Plaintiffs' discovery do not provide a basis for such an inquiry. State Farm further objects on the grounds that this request improperly implies that Plaintiffs are in a position to assess and determine the manner in which State Farm conducts discovery. This assertion is contrary to best practices and the requirements of the Federal Rules of Civil Procedure. Indeed, the Sedona Principles provide that "[r]esponding parties are best situated to evaluate the procedures, methodologies, and techniques appropriate for preserving and producing their own electronically stored information." The Sedona Principles, Third Edition: Best Practices, Recommendations and Principles for Addressing Electronic Document Production, 19 Sedona Conf. J. 1, 118 (2018). Plaintiffs have not established that such information is necessary to a fair adjudication of this case. As such, State Farm also objects to this request on the basis that it constitutes an improper fishing expedition.

State Farm further states that information regarding the claim at issue in this litigation is created, stored, managed and accessed primarily in and through the Enterprise Claims System ("ECS"), a proprietary web-based system used by State Farm claims associates. "Claim File" has a distinct meaning to State Farm based upon the portion of its Operation Guide that provides instructions on what to retrieve from ECS to generate a Claim File for production outside the ECS environment. In response to other discovery in this matter, State Farm will produce/has produced its Claim File for the subject claim (Bates numbers Tong CF 001-244) as it does in the usual course of business pursuant to its Operation Guide

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825-100. State Farm expressly objects to this request to the extent it seeks information protected by the attorney client privilege and/or attorney work product doctrine, and it is withholding portions of its Claim File that contain information protected by the attorney client privilege and/or is work product.

State Farm further states that it will be producing in response to other discovery in this matter the relevant non-confidential and/or non-trade secret sections of the Operation Guide applicable and in effect during the relevant timeframe along with the Standard Claim Processes and Jurisdictional References applicable and in effect on the date of loss and additional materials representative of resources available during the relevant timeframe. State Farm will produce the relevant confidential and/or trade secret sections upon execution of the protective order. In addition, pursuant to a protective order, State Farm will produce training related to water losses that appear on the training transcript for Gerald Acosta and Jim Moratto for the period of March 3, 2022 to March 19, 2024.

DATED: August 30, 2024 PACIFIC LAW PARTNERS, LLP

By: /s/MATTHEW F. BATEZEL
MATTHEW F. BATEZEL
DANIEL T. BALMAT
Attorneys for Defendant
STATE FARM GENERAL INSURANCE
COMPANY

